Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Document Page 1 of 75

		Docume	ent Page 1 of 75	
Fill	in this information to ident	ify your case:		
Un	ited States Bankruptcy Court	for the:		
DIS	STRICT OF SOUTH CAROLII	NA		
Ca	se number (if known)		— Chapter 11	
				☐ Check if this an amended filing
V(ore space is needed, attach		top of any additional pages, write the	e debtor's name and case number (if known).
For 1.	more information, a separa Debtor's name	te document, <i>Instructions for Bankrup</i> Ashley I, LLC	tcy Forms for Non-Individuals, is ava	ailable.
2.	All other names debtor used in the last 8 years			
	Include any assumed names, trade names and doing business as names			
3.	Debtor's federal Employer Identification Number (EIN)	56-2307741		
4.	Debtor's address	Principal place of business	Mailing addre business	ess, if different from principal place of
		105 Braswell Street North Charleston, SC 29405 Number, Street, City, State & ZIP Code	111 E. Harge Raleigh, NC	
		Charleston County		rincipal assets, if different from principal
			Number, Stree	et, City, State & ZIP Code
5.	Debtor's website (URL)			
6.	Type of debtor	■ Corporation (including Limited Liab	ility Company (LLC) and Limited Liabilit	y Partnership (LLP))
		☐ Partnership		

 $\ \square$ Other. Specify:

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Debtor	Ashley I, LLC		Document	Page 2 of 75 Case number (if known)	
	Name				

			District	South	n Carolina	When		Case number, if known	
	List all cases. If more than 1, attach a separate list		Debtor		ey II of Charlestor			Relationship to you	Affiliate
	pending or being filed by a business partner or an affiliate of the debtor?	■ Yes.							
10.	Are any bankruptcy cases	□No							
		C	District			When		0	
	If more than 2 cases, attach a separate list.	С	District			When		Case number	
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	■ No.							
		☐ Chapt	er 12	_	405.01 10 4 011011	company do	35.1110G 111 till 000til	Exorally of the of the	O GIO ILD L.
					(Official Form 201A)	with this form	٦.	rities Exchange Act of 19	
					Exchange Commissi	on according	to § 13 or 15(d) of t	nple, 10K and 10Q) with the Securities Exchange A illing for Bankruptcy unde	Act of 1934. File the
					accordance with 11 l	J.S.C. § 1126	6(b).		
				_	A plan is being filed a Acceptances of the r			n one or more classes of	creditors in
				_	procedure in 11 U.S.	C. § 1116(1)(B).	de describino de not GA	ion, ronow tho
					business debtor, atta	ach the most	recent balance shee	U.S.C. § 101(51D). If the st, statement of operation, see documents do not exi	, cash-flow
					that).			ent on 4/01/16 and every	
		- 1			Debtor's aggregate r			xcluding debts owed to in	
				check all	that apply:				
	Debtor filing?	☐ Chapte							
8.	Under which chapter of the Bankruptcy Code is the	Check on							
			313						
					n Industry Classifica com/search/.	tion System)	4-digit code that bes	st describes debtor.	
		☐ Invest	ment ad	lvisor (a	s defined in 15 U.S.0	C. §80a-3)			
		☐ Invest	ment co	mpany,	including hedge fund	d or pooled in	vestment vehicle (as	s defined in 15 U.S.C. §8	0a-3)
		B. Check			described in 26 U.S.	C. §501)			
		☐ Cleari	-		ined in 11 U.S.C. § 7	'81(3))			
			-		s defined in 11 U.S.C				
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53AB))							
		■ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) □ Railroad (as defined in 11 U.S.C. § 101(44))							
		_			(as defined in 11 U.				
7.	Describe debtor's business	A. Check	one:						

Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Page 3 of 75 Case number (if known) Document Debtor Ashley I, LLC Name 11. Why is the case filed in Check all that apply: this district? Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district. A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district. 12. Does the debtor own or ■ No have possession of any Answer below for each property that needs immediate attention. Attach additional sheets if needed. ☐ Yes. real property or personal property that needs immediate attention? Why does the property need immediate attention? (Check all that apply.) ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? \square It needs to be physically secured or protected from the weather. ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options). ☐ Other Where is the property? Number, Street, City, State & ZIP Code Is the property insured? ☐ No Insurance agency ☐ Yes. Contact name Phone Statistical and administrative information Check one: 13. Debtor's estimation of available funds Funds will be available for distribution to unsecured creditors. ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors. 14. Estimated number of 1-49 **1**,000-5,000 **25,001-50,000** creditors **5001-10.000 5**0.001-100.000 **50-99 1**0,001-25,000 ☐ More than 100.000 **1**00-199 **200-999** 15. Estimated Assets □ \$0 - \$50.000 □ \$500.000.001 - \$1 billion ■ \$1,000,001 - \$10 million **□** \$50,001 - \$100,000 □ \$1,000,000,001 - \$10 billion □ \$10,000,001 - \$50 million □ \$100,001 - \$500,000 □ \$10,000,000,001 - \$50 billion □ \$50,000,001 - \$100 million □ \$500,001 - \$1 million ☐ More than \$50 billion □ \$100,000,001 - \$500 million

16. Estimated liabilities

□ \$0 - \$50,000

□ \$50,001 - \$100,000

\$100,001 - \$500,000

□ \$500.001 - \$1 million

□ \$1,000,001 - \$10 million

■ \$10,000,001 - \$50 million

□ \$50,000,001 - \$100 million

□ \$100,000,001 - \$500 million

□ \$500,000,001 - \$1 billion

☐ More than \$50 billion

□ \$1,000,000,001 - \$10 billion

□ \$10,000,000,001 - \$50 billion

Filed 02/08/16 Case 16-00559-dd Doc 1 Entered 02/08/16 09:47:24 Desc Main Page 4 of 75 Case number (if known) Document

ODIO	ASIIIey	١,	LL
	Name		

Request for R	Relief, De	claration,	and	Signature
---------------	------------	------------	-----	-----------

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17.	Declaration and signature
	of authorized
	representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is trued and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 8, 2016 MM / DD / YYYY

X	/s/ Prodel, LLC, Manager, By: Craig A. Briner						
	Signature of authorized representative of debtor						

Prodel, LLC, Manager, By: Craig A. Briner Printed name

Title Manager

18. Signatur	e of attorney
--------------	---------------

X	/s/	G.	William	McCarthy	Jr.

Date February 8, 2016

MM / DD / YYYY

Signature of attorney for debtor

G. William McCarthy Jr. Printed name

McCarthy Law Firm, LLC

Firm name

P. O. Box 11332

Columbia, SC 29211-1332

Number, Street, City, State & ZIP Code

803-771-8836 bmccarthy@mccarthy-lawfirm.com Contact phone **Email address**

2762

Bar number and State

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Fill in this inf	ia umatia n t	identify the													
Debtor name		identify the	case:												
	Ashley	•													
United States	Bankruptcy	Court for the:	DISTRICT	T OF SOU	TH CAROL	INA									
Case number	(if known)												haalr if th	io io on	
													heck if th nended f		
Official Fo	orm 202														
Declara	ation	Under	Penalt	ty of	Perju	ıry f	or N	lon-l	lndi [,]	vidu	ıal C)eb	tors	12/	15
connection wi and 3571.		uptcy case ca		fines up to	\$500,000	or impr	isonme	nt for up	o to 20 y	rears, o	r both.	18 U.S	s.C. §§ 15	52, 1341, 1	519
		another officer, a representat				rporatior	n; a mem	nber or a	n authoi	ized ag	ent of th	e partn	ership; o	r another	
I have ex	xamined the	information in	the docume	ents check	ed below a	and I hav	e a reas	onable b	elief tha	at the in	formatio	n is true	e and cor	rect:	
		/B: Assets–Re			• '		,								
): Creditors WI E/F: Creditors V						,							
		6: Executory C			,			,							
		l: Codebtors (C													
	•	of Assets and L	iabilities for	Non-Indiv	iduals (Offic	cial Forr	n 206Sui	m)							
_	Amended S	or Chapter 9	Cases: List o	of Creditor	s Who Hav	e the 20	Largest	Unsecu	red Clai	ms and	Are Not	Inside	rs (Officia	I Form 204	4)
		ment that requ													
I declare	e under pena	alty of perjury t	hat the foreg	going is tru	e and corre	ect.									
Execute	ed on Fe	bruary 8, 2	016	X /s/ F	rodel, LL	_C, Mar	nager, E	By: Cra	aig A. E	Briner					
		, -, -			ature of ind										
				Pro	del, LLC,	Manag	er. Bv:	Craio	A. Brir	ner					
					ed name	3	, <u> </u>	3		-					

Manager

Position or relationship to debtor

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United States Bankruptcy CourtDistrict of South Carolina

In re	Ashley I, LLC	Case No.		
		Debtor(s)	Chapter	11

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, Prodel, LLC, Manager, By: Craig A. Briner, declare under penalty of perjury that I am the Manager of Ashley I, LLC, and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said corporation at a special meeting duly called and held on the 8th day of January, 2016.

"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that Prodel, LLC, Manager, By: Craig A. Briner, Manager of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Prodel**, **LLC**, **Manager**, **By: Craig A. Briner**, **Manager** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that Prodel, LLC, Manager, By: Craig A. Briner, Manager of this Corporation is authorized and directed to employ G. William McCarthy Jr. 2762, attorney and the law firm of McCarthy Law Firm, LLC to represent the corporation in such bankruptcy case."

Date	February 8, 2016	Signed	/s/ Prodel, LLC, Manager, By: Craig A. Briner
			Prodel, LLC, Manager, By: Craig A. Briner

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Resolution of Board of Directors of January 8, 2016
Ashley I, LLC

Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Prodel**, **LLC**, **Manager**, **By**: **Craig A**. **Briner**, **Manager** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Prodel**, **LLC**, **Manager**, **By: Craig A. Briner**, **Manager** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Prodel**, **LLC**, **Manager**, **By: Craig A. Briner**, **Manager** of this Corporation is authorized and directed to employ **G. William McCarthy Jr. 2762**, attorney and the law firm of **McCarthy Law Firm**, **LLC** to represent the corporation in such bankruptcy case.

Date February 8, 2016 Signed /s/ John A. Mazzarino, for Cherokee Ashley, LLC	Date	FebruaryX8,2016	January 8, 2016	Signed	/s/ John A. Mazzarino, for Ashley I, LLC
Date Kebruary 8, 2016 Signed /s/ John A. Mazzarino, for Cherokee Ashley, LLC					
	Date	Fedaga kyX 8,72076 X	January 8, 2016	Signed	/s/ John A. Mazzarino, for Cherokee Ashley, LLC

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Fill in this information to identify the case:	
Debtor name Ashley I, LLC	
United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA	☐ Check if this is an
Case number (if known):	amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	claim is partially secure value of collateral or se	cured, fill in only unsecur d, fill in total claim amour toff to calculate unsecure	nt and deduction for d claim.
		and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Charleston Recycling & Disposal 4045 Bridgeview Drive North Charleston, SC 29405		Accounts Payable				\$4,733.40
Boasso America Corporation 100 Intermodal Drive Chalmette, LA 70043		Accounts Payable				\$2,812.74

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	Document Page 9 of 75		
Fill	in this information to identify the case:		
Deb	otor name Ashley I, LLC		
Uni	ted States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA		
Cas	se number (if known)		
		_	k if this is an nded filing
		a	g
Эf	ficial Form 206Sum		
Su	mmary of Assets and Liabilities for Non-Individuals		12/15
Par	t 1: Summary of Assets		
1.	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)		
	1a. Real property: Copy line 88 from <i>Schedule A/B.</i>	\$	5,165,291.00
	1b. Total personal property: Copy line 91A from <i>Schedule A/B</i>	\$	9,971.27
	1c. Total of all property:	_	
	Copy line 92 from Schedule A/B	. \$	5,175,262.27
Par	t 2: Summary of Liabilities		
2.	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	•	40 620 222 65
	Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D	\$	18,638,332.65
3.	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
	3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 6a of Schedule E/F	\$	74,104.68
	3b. Total amount of claims of nonpriority amount of unsecured claims:		7.540.44
	Copy the total of the amount of claims from Part 2 from line 6b of Schedule E/F	. +\$ _	7,546.14

Total liabilities

Lines 2 + 3a + 3b

18,719,983.47

\$

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	Case 10-00559-dd		t Page 10 of 75		Desc Main
Fill i	n this information to identify the c				
Debt	or name Ashley I, LLC				
		DIOTRIOT OF COLUTINOS	2011114		
Unite	ed States Bankruptcy Court for the:	DISTRICT OF SOUTH CAP	ROLINA		
Case	e number (if known)				
					Check if this is an amended filing
					amenaca ming
	–				
<u>Off</u>	ficial Form 206A/B				
Sc	hedule A/B: Asse	ets - Real and	Personal Pro	perty	12/15
Discl	ose all property, real and persona	I, which the debtor owns or	in which the debtor has	any other legal, equitable,	
	operty in which the debtor holds no book value, such as fully depr				
	pired leases. Also list them on Sc				,
Be as	s complete and accurate as possil	ole. If more space is needed	l, attach a separate sheet	to this form. At the top of	any pages added, write
	ebtor's name and case number (if ional sheet is attached, include th				ation applies. If an
	·		·	•	
	Part 1 through Part 11, list each as edule or depreciation schedule, th		0 , .	0	
	or's interest, do not deduct the va	lue of secured claims. See			
	es the debtor have any cash or ca				
	•	 			
_	No. Go to Part 2.				
	Yes Fill in the information below. I cash or cash equivalents owned	or controlled by the debtor			Current value of
	·	·			debtor's interest
3.	Checking, savings, money ma				
	Name of institution (bank or bro	kerage firm) Ty	pe of account	Last 4 digits of accoun number	nt
	3.1 Bank of America	С	hecking	3444	\$7,971.27
4.	Other cash equivalents (Ident	fy all)			
5.	Total of Part 1.				\$7,971.27
	Add lines 2 through 4 (including	amounts on any additional s	heets). Copy the total to line	e 80.	
Part	2: Deposits and Prepayment	•	, ,		_
	es the debtor have any deposits of				
		,			
	No. Go to Part 3. Yes Fill in the information below.				
	r res cill in the information delow.				
7.	Deposits, including security of Description, including name of h		•		
	Lease Deposit Kirkman Broadcastir	a Inc			
	Minimali Di vaucastii	y,o.			

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent Description, including name of holder of prepayment

\$2,000.00

60 Markfield Drive, Unit 4

7.1.. **Charleston, SC 29407**

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Debtor	Ashley I, LLC Name		Case	e number (If known)	
	Ivanie				
9.	Total of Part 2.				\$2,000.00
	Add lines 7 through 8. Copy the total	I to line 81.		_	·
Part 3:	Accounts receivable				
	the debtor have any accounts rec	eivable?			
■ NI	o. Go to Part 4.				
	es Fill in the information below.				
Part 4:	Investments				
13. Does	the debtor own any investments?				
■ No	o. Go to Part 5.				
	es Fill in the information below.				
Part 5:	Inventory, excluding agricultu	re assets			
18. Does	the debtor own any inventory (ex	cluding agriculture as	ssets)?		
■ No	o. Go to Part 6.				
□Y€	es Fill in the information below.				
Part 6:	Farming and fishing-related as				
27. Does	the debtor own or lease any farm	ing and fishing-relate	d assets (other than title	d motor vehicles and land)?	
■ No	o. Go to Part 7.				
□ Ye	es Fill in the information below.				
Part 7:	Office furniture, fixtures, and of the debtor own or lease any office			.2	
oo. Dues	the deptor own or lease any office	e iuriiiture, fixtures, e	equipment, or conectibles	o f	
	o. Go to Part 8.				
□ Ye	es Fill in the information below.				
Dt-0	Marking and an incident and an incident	blata			
Part 8:	Machinery, equipment, and ve the debtor own or lease any mach		vehicles?		
	•	,			
	o. Go to Part 9.				
L Y€	es Fill in the information below.				
Part 9:	Real property				
	the debtor own or lease any real	property?			
Пм	o. Go to Part 10.				
_	es Fill in the information below.				
55.	Any building, other improved real	estate, or land which	n the debtor owns or in w	hich the debtor has an inter	est
	Description and location of	Nature and extent of	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
	property Include street address or other	debtor's interest	(Where available)	for current value	deptor's interest
	description such as Assessor Parcel Number (APN), and type	in property			
	of property (for example,				
	acreage, factory, warehouse, apartment or office building, if				
	available.				

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	Ashley I, LLC	Case number (If known)				
	105 Braswell Street, Tract N 464-00-00-012	Fee Simple	\$0.00	Tax Appraisal	\$1,457,395.00	
	404-00-00-012			- Tux 7 Appl aloui	<u> </u>	
55.2	Braswell St., Tract M-2					
	464-00-00-029	Fee Simple	\$0.00	Tax Appraisal	\$456,262.00	
55.3	3 Braswell St., Charleston Neck					
	466-00-00-019	Fee Simple	\$0.00	Tax Appraisal	\$445,625.00	
55.4	1961 Mildord St., Charleston Neck					
	466-00-00-028	Fee simple	\$0.00	Tax Appraisal	\$317,985.00	
55.5	Milford St., Charleston Neck Tract B,C-1					
	466-00-00-029	Fee Simple	\$0.00	Tax Appraisal	\$165,255.00	
55.6	Milford St., Charleston Neck Tract C 466-00-00-030	Fee Simple	\$0.00	Tax Appraisal	\$339,825.00	
55.7	Mildord St., Charleston Neck Tract D 466-00-00-031	Fee simple	\$0.00	Tax Appraisal	\$770,960.00	
55.8	Braswell St., Charleston Neck Tract F 466-00-00-035	Fee simple	\$0.00	Tax Appraisal	\$194,350.00	
55.9	Braswell St., Charleston Neck Tract I					
	466-00-00-036	Fee simple	\$0.00	Tax Appraisal	\$91,885.00	
55.1	Charleston Neck Parcel A		•			
	466-00-00-049	Fee simple	\$0.00	Tax Appraisal	\$925,749.00	

56. Total of Part 9.

\$5,165,291.00

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

57. Is a depreciation schedule available for any of the property listed in Part 9?

■ No

Debtor	- 1011110) 1, ===	Case number (If known)	
	Name —		
	☐ Yes		
58.	Has any of the property listed in Part 9 been appraised by a profe	ssional within the last year?	
	■ No □ Yes		
Part 10	Intangibles and intellectual property		
	the debtor have any interests in intangibles or intellectual proper	ty?	
■ NI	o. Go to Part 11.		
	es Fill in the information below.		
Part 11			
	s the debtor own any other assets that have not yet been reported de all interests in executory contracts and unexpired leases not previous		
□N	o. Go to Part 12.		
■ Y	es Fill in the information below.		
			Current value of
			debtor's interest
71.	Notes receivable Description (include name of obligor)		
72.	Tax refunds and unused net operating losses (NOLs) Description (for example, federal, state, local)		
73.	Interests in insurance policies or annuities		
74.	Causes of action against third parties (whether or not a lawsuit has been filed)		
75.	Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims		
76.	Trusts, equitable or future interests in property		
77.	Other property of any kind not already listed <i>Examples</i> : Season tic country club membership Beazer East, Inc. Parcels: 464-00-00-012; 464-00-00-029; 466-00-00-019;	kets,	
	466-00-00-028; 466-00-00-029; 466-00-00-030; 466-00-00-031; 466-00-00-035; 466-00-00-036; 466-00-00-049		Unknown
70	Total of Day 14		***
78.	Total of Part 11. Add lines 71 through 77. Copy the total to line 90.	-	\$0.00
70		inceional within the last war-2	
79.	Has any of the property listed in Part 11 been appraised by a prof ■ No	essionai wiliini line last year?	
	□ Yes		

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Debtor Ashley I, LLC Case number (If known)

Part 12: Summary

art 12 copy all of the totals from the earlier parts of the form Type of property	Current value of personal property	Current value of real property
Cash, cash equivalents, and financial assets. Copy line 5, Part 1	\$7,971.27	
Deposits and prepayments. Copy line 9, Part 2.	\$2,000.00	
Accounts receivable. Copy line 12, Part 3.	\$0.00	
Investments. Copy line 17, Part 4.	\$0.00	
Inventory. Copy line 23, Part 5.	\$0.00	
Farming and fishing-related assets. Copy line 33, Part 6.	\$0.00	
Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$0.00	
Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$0.00	
Real property. Copy line 56, Part 9	>	\$5,165,291.00
Intangibles and intellectual property. Copy line 66, Part 10.	\$0.00	
All other assets. Copy line 78, Part 11.	+\$0.00	
Total. Add lines 80 through 90 for each column	\$9,971.27	+ 91b. \$5,165,291.00
Total of all property on Schedule A/B. Add lines 91a+91b=92		\$5,175,262

Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Document Page 15 of 75 Fill in this information to identify the case: Debtor name Ashley I, LLC United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA Case number (if known) ☐ Check if this is an amended filing Official Form 206D Schedule D: Creditors Who Have Claims Secured by Property 12/15 Be as complete and accurate as possible. 1. Do any creditors have claims secured by debtor's property? No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form. Yes. Fill in all of the information below. Part 1: List Creditors Who Have Secured Claims Column A Column B 2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. Amount of claim Value of collateral that supports this Do not deduct the value claim of collateral. Magnolia/ARC Lender, LLC Describe debtor's property that is subject to a lien \$18,638,332.65 \$5,165,291.00 Creditor's Name Mortgage on all real estate (See Schedule c/o Branch Capital A/B, Question 55). Partners. LP 3340 Peacthree Road, Ste. 840 Atlanta, GA 30326 Creditor's mailing address Describe the lien Is the creditor an insider or related party? ■ No ☐ Yes Creditor's email address, if known Is anyone else liable on this claim? Date debt was incurred ☐ No 7/28/2004 Yes. Fill out Schedule H: Codebtors (Official Form 206H) Last 4 digits of account number As of the petition filing date, the claim is: Do multiple creditors have an Check all that apply interest in the same property? ■ No □ Contingent ■ Unliquidated ☐ Yes. Specify each creditor, including this creditor and its relative □ Disputed priority.

\$18.638.332. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any. 65

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did you enter the related creditor? Last 4 digits of account number for this entity

Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Page 16 of 75 Document Fill in this information to identify the case: Debtor name Ashley I, LLC United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA Case number (if known) ☐ Check if this is an amended filing Official Form 206E/F Schedule E/F: Creditors Who Have Unsecured Claims 12/15 Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets -Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form. Part 1: List All Creditors with PRIORITY Unsecured Claims 1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507). ☐ No. Go to Part 2. Yes. Go to line 2. 2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1. Total claim Priority amount 2.1 Priority creditor's name and mailing address As of the petition filing date, the claim is: \$74.104.68 \$74,104.68 Check all that apply. **Charleston County Treasurer** ☐ Contingent PO Box 100242 ☐ Unliquidated Columbia, SC 29202 ☐ Disputed Basis for the claim: Date or dates debt was incurred Property taxes due on 10 properties as shown on attached tax bills. Last 4 digits of account number Is the claim subject to offset? Specify Code subsection of PRIORITY ■ No unsecured claim: 11 U.S.C. § 507(a) (8) ☐ Yes List All Creditors with NONPRIORITY Unsecured Claims 3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2. Amount of claim Nonpriority creditor's name and mailing address \$0.00 As of the petition filing date, the claim is: Check all that apply. Beazer East, Inc. Contingent c/o Three Rivers Management, Inc. Unliquidated One Oxford Centre, Suite 3000 Disputed Pittsburgh, PA 15219 Date or dates debt was incurred Basis for the claim: Purchaser Indemnity Parcels: Last 4 digits of account number ___

Official Form 206E/F

466-00-00-049

464-00-00-012, 464-00-00-029, 466-00-00-019, 466-00-00-028, 466-00-00-029, 466-00-00-030, 466-00-00-031, 466-00-00-035, 466-00-00-036,

Is the claim subject to offset? ■ No ☐ Yes

Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Document Page 17 of 75

	Docui	nent Page	T/ 01/5)	
Debtor	Ashley I, LLC		Case nur	mber (if known)	
	Name				
3.2	Nonpriority creditor's name and mailing address	As of the petition fil	ing date, the	e claim is: Check all that apply.	\$2,812.74
	Boasso America Corporation	☐ Contingent		-	
	100 Intermodal Drive	☐ Unliquidated			
	Chalmette, LA 70043	☐ Disputed			
	Date or dates debt was incurred	Basis for the claim:	Account	ts Payable_	
	Last 4 digits of account number	Is the claim subject to	o offset?	No ☐ Yes	
3.3	Nonpriority creditor's name and mailing address	As of the petition fil	ing date, the	e claim is: Check all that apply.	\$4,733.40
	Charleston Recycling & Disposal	□ Contingent			
	4045 Bridgeview Drive	☐ Unliquidated			
	North Charleston, SC 29405	☐ Disputed			
	Date or dates debt was incurred	Basis for the claim:	Account	ts Payable_	
	Last 4 digits of account number	Is the claim subject to	o offset?	No Yes	
	n alphabetical order any others who must be notified for clain	ns listed in Parts 1 and	1 2. Examples	s of entities that may be listed are c	collection agencies,
assig	nees of claims listed above, and attorneys for unsecured creditors	5.			
If no	others need to be notified for the debts listed in Parts 1 and 2	, do not fill out or sub	mit this page	e. If additional pages are needed,	, copy the next page.
N	ame and mailing address			line in Part1 or Part 2 is the editor (if any) listed?	Last 4 digits of account number, if any
Part 4	Total Amounts of the Priority and Nonpriority Uns	ecured Claims			
5. Add 1	the amounts of priority and nonpriority unsecured claims.				
5a Tot	al claims from Part 1		5a.	Total of claim amounts \$ 74 104	1.60
	al claims from Part 2		5a. 5b. +	17,107	
3500	an alamie i am i Mit M		· .	7,540) <u>. 1 -</u>
	al of Parts 1 and 2		-	94 6	50.82
Lin	es 5a + 5b = 5c.		5c.	\$ 81,6	
				i .	I

SFOR PERIOD COMMENCING: 01-01-2015 REAL PROPERTY TAX BILL DATE: 10-01-2015

PROPERTY DESCRIPTION **TOTAL TAX** ASSESSMENT RATIO APPRAISAL ASSESSMENT MILLAGE DIST **TYPE ACRES** MORTGAGE CODE/ID OT6 1,457,395 87,440 267.6 23.398.94 7-2 952 48.32 **COUNTY SALES TAX CREDIT** -1,267.93MUNICIPAL SALES TAX CREDIT -1,224.21 BILL NO.#: 5235259 PIN: 4640000012 DESCRIPTION -TRACT N HIGH AND MARSH 105 BRASWELL ST PAY THIS AMOUNT ON OR BEFORE 01-15-2016



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

952 R

464000012

\$20,906.80

YOU CAN PAY YOUR TAXES ONLINE AT www.charlestoncounty.org IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGI AGENCY CODE	E & TAX DOLLARS %
6.1	533.38		15.2%
100.7	8,805.21	SCHOOL BOARD OPERATING	53.0%
26.0	2,273.44	SCHOOL BOARD BONDS (566-1829)	
4.3	375.99	PARKS & RECREATION OPERATING	2.3%
1.3	113.67	PARKS & RECREATION BONDS (762-2172)	
1.9	166.14	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	87.44	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	5,604.85	CITY OF CHARLESTON	28.3%
2.0	174.88	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	131.16	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	20,906.80 20,906.80	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PIN: 4640000012 PROPERTY DESCRIPTION

DESCRIPTION -TRACT N HIGH AND MARSH 105 BRASWELL ST

BILL NO.#: 5235259

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$20,906.80

R

IF PAYING ON OR BEFORE 01-15-2016

464000012

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER) 21,534.00 01-18-2016

02-02-2016

22,997.48

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

ADDRESS

CHANGE

MAKE PAYMENT TO:

CHARLESTON COUNTY TREASURER

PO BOX 100242 COLUMBIA SC 29202-3242

TAX BILL DATE: 10-01-2015 REAL PROPERT OMMERCING: 01-01-2015

ASSESSMENT RATIO TOTAL TAX PROPERTY DESCRIPTION APPRAISAL ASSESSMENT MILLAGE DIST **TYPE ACRES** MORTGAGE CODE/ID OT6 445.625 26,740 267.6 7,155.62 7-2 952 5.20 -387.69 COUNTY SALES TAX CREDIT MUNICIPAL SALES TAX CREDIT -374.33 BILL NO.#: 5234832 PIN: 4660000019 SUBDIVISON NAME - CHARLESTON NECK 3 BRASWELL ST



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

PAY THIS AMOUNT ON OR BEFORE 01-15-2016

\$6,393.60

4660,00019

YOU CAN PAY YOUR TAXES ONLINE AT www.charlestoncounty.org IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS
6.1	163.11	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	2,692.72	SCHOOL BOARD OPERATING	53.0%
26.0	695.24	SCHOOL BOARD BONDS (566-1829)	
4.3	114.98	PARKS & RECREATION OPERATING	2.3%
1.3	34.76	PARKS & RECREATION BONDS (762-2172)	
1.9	50.81	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	26.74	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	1,714.06	CITY OF CHARLESTON	28.3%
2.0	53.48	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	40.11	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	6,393.60 6,393.60	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION

PIN: 4660000019

SUBDIVISON NAME -CHARLESTON NECK

3 BRASWELL ST

BILL NO.#: 5234832

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$6,393.60

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

466000019

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

01-18-2016

6,585.41 7,032.96

02-02-2016

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

ADDRESS CHANGE

MAKE PAYMENT TO:

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CHARLESTON COUNTY TREASURER PO BOX 100242 COLUMBIA SC 29202-3242

THIS TAX BILL DOES NOT REFLECT ANY JAXES YOU MIGHT OWE FOR PREVIOUS YEARS. AKES FOR CHARLESTON COUNTY WIDE ENTERED AND P2 CITY OF CHARLESTONAIN REAL PROPERTY PAXESTFOR PERCED COMMENCING: 01-01-2015 TAX BILL DATE: 10-01-2015

PROPERTY DESCRIPTION ASSESSMENT RATIO APPRAISAL ASSESSMENT MILLAGE **TOTAL TAX MORTGAGE CODE/ID** 5,105.81 317,985 19,080 267.6 DIST TYPE **ACRES** OT6 7-2 952 1.46 -276.65 COUNTY SALES TAX CREDIT MUNICIPAL SALES TAX CREDIT -267.11 BILL NO.#: 5234869 PIN: 4660000028 SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACTS A AND 1961 MILFORD ST



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

PAY THIS AMOUNT ON OR BEFORE 01-15-2016 952 466000028

\$4,562.05

YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u> IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS		GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS %
6.1	116.39	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	1,921.36	SCHOOL BOARD OPERATING	53.0%
26.0	496.08	SCHOOL BOARD BONDS (566-1829)	
4.3	82.04	PARKS & RECREATION OPERATING	2.3%
1.3	24.80	PARKS & RECREATION BONDS (762-2172)	
1.9	36.25	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	19.08	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	1,223.04	CITY OF CHARLESTON	28.3%
2.0	38.16	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	28.62	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	4,562.05 4,562.05	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION

PIN: 4660000028

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACTS A AND B-1 DE 1961 MILFORD ST

BILL NO.#: 5234869

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$4,562.05

R

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

4660000028

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

01-18-2016 02-02-2016

4,698.91 5,018.25

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

03-17-2016

ADDRESS CHANGE

MAKE PAYMENT TO:

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CHARLESTON COUNTY TREASURER PO BOX 100242 **COLUMBIA SC 29202-3242**

TAX BILL DATE: 10-01-2015

PROPERTY DESCRIPTION			ASSESSMENT RATIO	APPRAISAL	ASSESSMENT	MILLAGE		TOTAL TAX	
DIST	TYPE	ACRES	MORTGAGE CODE/ID	OT6	456,262	27,380	267.6		7,326.89
7-2	952	6.97				S TAX CREDIT	T		-396.95 -383.26
BILL NO.#:									
PIN: 46400		T M ₂ 2 SITE NA	AME -NEXT TO 81						
BRASWEL		I WITZ OITE INF	AME NEXT TO OT						
							•		
					PAY THIS AMOU	JNT ON OR BEFOR	RE 01-15-201	6	\$6.546.68



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

464000029

\$6.546.68

YOU CAN PAY YOUR TAXES ONLINE AT www.charlestoncounty.org IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS %
6.1	167.02	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	2,757. 1 7	SCHOOL BOARD OPERATING	53.0%
26.0	711.88	SCHOOL BOARD BONDS (566-1829)	
4.3	117.73	PARKS & RECREATION OPERATING	2.3%
1.3	35.59	PARKS & RECREATION BONDS (762-2172)	
1.9	52.02	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	27.38	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	1,755.12	CITY OF CHARLESTON	28.3%
2.0	54.76	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	41.07	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	6,546.68 6,546.68	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION PIN: 4640000029

DESCRIPTION -TRACT M-2 SITE NAME -NEXT TO 81

BRASWELL ST

BILL NO.#: 5235438

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

IF PAYING ON OR BEFORE 01-15-2016

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$6,546.68

U.S. DOLLARS ONLY

MAKE PAYMENT TO:

ADDRESS

01-18-2016 02-02-2016

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464000029

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

6,743.08 7,201.35

PO BOX 100242 COLUMBIA SC 29202-3242

CHARLESTON COUNTY TREASURER

TAX BILL DATE: 10-01-2015

PROPERTY DESCRIPTION				ASSESSMENT RATIO	APPRAISAL	ASSESSMENT	MILLAGE	TO	OTAL TAX
DIST	TYPE	ACRES	MORTGAGE CODE/ID	OT6	165,255	9,920	267.6		2,654.59
7-2	952	1.78			COUNTY SALE	S TAX CREDIT LES TAX CREDI	т		-143.77 -138.81
BILL NO.#: PIN : 46600					WONION ALOA	LEO IVIX ONEDI		e e e e e e e e e e e e e e e e e e e	
	ON NAME -	CHARLESTON	NECK DESCRIPTION -TR	ACT B AND					
E. OND	.								
								· · ·	



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

PAY THIS AMOUNT ON OR BEFORE 01-15-2016

\$2,372,01

4660000029

R YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u> IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS
6.1	60.51	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	998.94	SCHOOL BOARD OPERATING	53.0%
26.0	257.92	SCHOOL BOARD BONDS (566-1829)	
4.3	42.66	PARKS & RECREATION OPERATING	2.3%
1.3	12.90	PARKS & RECREATION BONDS (762-2172)	
1.9	18.85	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	9.92	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	635.94	CITY OF CHARLESTON	28.3%
2.0	19.84	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	14.88	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	2,372.01 2,372.01	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION

PIN: 4660000029

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT B AND C-1

MILFORD ST

BILL NO.#: 5234975

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT 9

\$2,372.01

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX) **ADDRESS** CHANGE

466000029

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

2,443.17 2,609.21

MAKE PAYMENT TO:

01-18-2016

02-02-2016

CHARLESTON COUNTY TREASURER PO BOX 100242 COLUMBIA SC 29202-3242

REAL PROPERT OMMERCING: 01-01-2015 TAX BILL DATE: 10-01-2015

ASSESSMENT MILLAGE **TOTAL TAX** PROPERTY DESCRIPTION ASSESSMENT RATIO APPRAISAL 267.6 5.456.37 **TYPE ACRES** MORTGAGE CODE/ID OT6 339,825 20,390 DIST 7-2 952 3.77 -295.65 COUNTY SALES TAX CREDIT MUNICIPAL SALES TAX CREDIT -285.45 BILL NO.#: 5234908 PIN: 4660000030 SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT C SITE MILFORD ST



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

PAY THIS AMOUNT ON OR BEFORE 01-15-2016

\$4,875.27

952 4660000030

YOU CAN PAY YOUR TAXES ONLINE AT www.charlestoncounty.org IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS
6.1	124.38	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	2,053.27	SCHOOL BOARD OPERATING	53.0%
26.0	530.14	SCHOOL BOARD BONDS (566-1829)	
4.3	87.68	PARKS & RECREATION OPERATING	2.3%
1.3	26.51	PARKS & RECREATION BONDS (762-2172)	
1.9	38.74	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	20.39	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	1,307.01	CITY OF CHARLESTON	28.3%
2.0	40.78	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	30.59	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	4,875.27 4,875.27	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

R

PROPERTY DESCRIPTION

PIN: 4660000030

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT C SITE NAME -

MILFORD ST

BILL NO.#: 5234908 --

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

IF PAYING ON OR BEFORE 01-15-2016

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$4,875.27

U.S. DOLLARS ONLY

466000030

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER) 5,021.53

01-18-2016 02-02-2016

5,362.80

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

ADDRESS

CHANGE

MAKE PAYMENT TO:

CHARLESTON COUNTY TREASURER PO BOX 100242 COLUMBIA SC 29202-3242

202015000000005234908011520160004875278

TAX BILL DATE: 10-01-2015

	PROPERTY DESCRIPTION			ASSESSMENT RATIO	APPRAISAL	ASSESSMENT	MILLAGE	TOTAL TAX
DIST	TYPE	ACRES	MORTGAGE CODE/ID	OT6	770,960	46,260	267.6	12,379.18
7-2 952 10.00 BILL NO.#: 5234686 PIN : 4660000031				DACT D	COUNTY SALE MUNICIPAL SA	S TAX CREDIT LES TAX CREDI	T	-670.74 -647.61
MILFORD S		CHARLES I ON	NECK DESCRIPTION -TF	ACT D				
					PAY THIS AMOU	NT ON OR BEFOI	RE 01-15-2016	\$11,060.83



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

\$11,060.83

466000031

R YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u> IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS		GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS
6.1	282.19	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7 26.0	4,658.38 1,202.76	SCHOOL BOARD OPERATING SCHOOL BOARD BONDS (566-1829)	53.0%
4.3 1.3	198.92 60.14	PARKS & RECREATION OPERATING PARKS & RECREATION BONDS (762-2172)	2.3%
1.9 1.0	87.89 46.26	TRIDENT TECHNICAL COLLEGE OPERATING TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	1.2%
78.1 2.0 1.5	2,965.30 92.52 69.39	CITY OF CHARLESTON CITY OF CHARLESTON DRAINAGE IMP (579-7529) CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	28.3%
267.6	11,060.83 11,060.83	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

466000031 PIN: 4660000031 PROPERTY DESCRIPTION SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT D AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER) MILFORD ST 01-18-2016 11,392.65 02-02-2016 12,166.91 BILL NO.#: 5234686 TAX BILL DATE: 10-01-2015 AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX) FOR PERIOD COMMENCING: 01-01-2015 PAY YOUR TAXES ONLINE AT www.charlestoncounty.org **ADDRESS**

IF PAYING ON OR BEFORE 01-15-2016

AMOUNT **B**

\$11,060.83

CHANGE

MAKE PAYMENT TO:

եվիլ էլ Որքիլ Այսիալի Ումիլ դերաներայի հեմիր իրվալի աշերբակի **CHARLESTON COUNTY TREASURER**

PO BOX 100242 COLUMBIA SC 29202-3242

XXES FOR PERIOD COMMENCING: 01-01-2015 TAX BILL DATE: 10-01-2015

ASSESSMENT TOTAL TAX PROPERTY DESCRIPTION ASSESSMENT RATIO APPRAISAL. MILLAGE. 3,120.22 267.6 DIST TYPE **ACRES** MORTGAGE CODE/ID OT6 194,350 11,660 2.10 COUNTY SALES TAX CREDIT -169.08 7-2 952 MUNICIPAL SALES TAX CREDIT -163.25BILL NO.#: 5235340 PIN: 4660000035 SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT F BRASWELL ST PAY THIS AMOUNT ON OR BEFORE 01-15-2016



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

\$2,787.89

4660000035

IMPORTANT INFORMATION ON BACK OF THIS BILL

YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u>

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS
6.1		COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	1,174.16	SCHOOL BOARD OPERATING	53.0%
26.0	303.16	SCHOOL BOARD BONDS (566-1829)	
4.3	50.14	PARKS & RECREATION OPERATING	2.3%
1.3	15.16	PARKS & RECREATION BONDS (762-2172)	
1.9	22.15	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	11.66	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	747.40	CITY OF CHARLESTON	28.3%
2.0	23.32	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	17.49	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	2,787.89 2,787.89	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION PIN: 4660000035

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT F

BRASWELL ST -

BILL NO.#: 5235340

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$2,787.89

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

466000035

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

01-18-2016 02-02-2016

2,871.53 3,066.68

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

ADDRESS CHANGE

MAKE PAYMENT TO:

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CHARLESTON COUNTY TREASURER PO BOX 100242 **COLUMBIA SC 29202-3242**

TAX BILL DATE: 10-01-2015 **COMMENCING:** 01-01-2015

REAL PROPERT TOTAL TAX ASSESSMENT RATIO PROPERTY DESCRIPTION APPRAISAL ASSESSMENT | MILLAGE 1,474.48 DIST **TYPE ACRES** MORTGAGE CODE/ID OT6 91.885 267.6 1.00 7-2 952 -79.94 COUNTY SALES TAX CREDIT MUNICIPAL SALES TAX CREDIT -77.18 BILL NO.#: 5234659 PIN: 4660000036 SUBDIVISON NAME - CHARLESTON NECK DESCRIPTION - TRACT I **BRASWELL ST PAY THIS AMOUNT ON OR BEFORE 01-15-2016**



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

952

466000036

YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u> IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS %
6.1	33.61	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	554.86	SCHOOL BOARD OPERATING	53.0%
26.0	143.26	SCHOOL BOARD BONDS (566-1829)	
4.3	23.69	PARKS & RECREATION OPERATING	2.3%
1.3	7.16	PARKS & RECREATION BONDS (762-2172)	
1.9	10.47	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	5.51	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	353.15	CITY OF CHARLESTON	28.3%
2.0	11.02	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	8.27	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	1,317.36 1,317.36	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION

PIN: 4660000036

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -TRACT I

BRASWELL ST

BILL NO.#: 5234659

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT >

\$1.317.36

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

466000036

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER)

01-18-2016 02-02-2016

1,356.88 1,449.10

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

03-17-2016

ADDRESS CHANGE

MAKE PAYMENT TO:

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OMMERCING: 01-01-2015 TAX BILL DATE: 10-01-2015 REAL PROPERTY

TOTAL TAX PROPERTY DESCRIPTION ASSESSMENT RATIO APPRAISAL ASSESSMENT MILLAGE 14,865.22 267.6 **ACRES** MORTGAGE CODE/ID OT6 925,749 55,550 DIST TYPE 7-2 4.27 -805.40 500 **COUNTY SALES TAX CREDIT** -777.63 MUNICIPAL SALES TAX CREDIT BILL NO.#: 5234932 PIN: 4660000049 SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -PARCEL A SIT BRASWELL ST PAY THIS AMOUNT ON OR BEFORE 01-15-2016



ASHLEY I LLC 111 E HARGETT ST STE 300 RALEIGH NC 27601-1482

\$13,282.19

4660000049

YOU CAN PAY YOUR TAXES ONLINE AT <u>www.charlestoncounty.org</u> IMPORTANT INFORMATION ON BACK OF THIS BILL

MILLS	TAXES	GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE AGENCY CODE	& TAX DOLLARS %
6.1	338.86	COUNTY GOVERNMENT BONDS (958-4640)	15.2%
100.7	5,593.89	SCHOOL BOARD OPERATING	53.0%
26.0	1,444.30	SCHOOL BOARD BONDS (566-1829)	
4.3	238.87	PARKS & RECREATION OPERATING	2.3%
1.3	72.22	PARKS & RECREATION BONDS (762-2172)	
1.9	105.55	TRIDENT TECHNICAL COLLEGE OPERATING	1.2%
1.0	55.55	TRIDENT TECHNICAL COLLEGE BONDS (574-6111)	
78.1	3,560.83	CITY OF CHARLESTON	28.3%
2.0	111.10	CITY OF CHARLESTON DRAINAGE IMP (579-7529)	
1.5	83.33	CITY OF CHARLESTON PUBLIC SAFTEY INFRASTRUCTURE	
267.6	13,282.19 13,282.19	TOTAL TAXES PAY THIS AMOUNT	100.0%

TEAR AT PERFORATION AND RETURN BOTTOM PORTION WITH PAYMENT

PROPERTY DESCRIPTION

PIN: 4660000049

SUBDIVISON NAME -CHARLESTON NECK DESCRIPTION -PARCEL A SITE NAME

BRASWELL ST

BILL NO.#: 5234932

TAX BILL DATE: 10-01-2015

FOR PERIOD COMMENCING: 01-01-2015

PAY YOUR TAXES ONLINE AT www.charlestoncounty.org

AMOUNT D

\$13,282.19

IF PAYING ON OR BEFORE 01-15-2016

U.S. DOLLARS ONLY

4660000049

AMOUNT DUE ON OR AFTER (PAYMENT TO COUNTY TREASURER) 13,680.66 01-18-2016

02-02-2016

14,610,41

AMOUNT DUE ON OR AFTER (PAYMENT TO DELINQUENT TAX)

ADDRESS

CHANGE

MAKE PAYMENT TO:

CHARLESTON COUNTY TREASURER PO BOX 100242 COLUMBIA SC 29202-3242

	Case 16-00559-00	Document	Page 28 of 75	all i
Fill in	this information to identify the c		Paue zo Ul 73	
Debtor	name Ashley I, LLC			
United	States Bankruptcy Court for the:	DISTRICT OF SOUTH CAROL	LINA	
	number (if known)			
00301	Turnoer (ii known)		☐ Check if th amended f	
Offic	cial Form 206G			
Sch	edule G: Executor	y Contracts and l	Jnexpired Leases	12/15
Be as o	complete and accurate as possib	ole. If more space is needed, c	opy and attach the additional page, number the entries cons	ecutively.
	pes the debtor have any executo No. Check this box and file this fo		ses? dules. There is nothing else to report on this form.	
			ses are listed on Schedule A/B: Assets - Real and Personal	Property
2. Lis	t all contracts and unexpired	l leases	State the name and mailing address for all other pa whom the debtor has an executory contract or une lease	
2.1.	State what the contract or lease is for and the nature of the debtor's interest	Cooperation Agreement		
	State the term remaining		Ashley River Investors, LLC	
	List the contract number of any government contract		180 Westvaco Road Summerville, SC 29483	
2.2.	State what the contract or lease is for and the nature of the debtor's interest	Lease Agreement Lease of cell tower \$1,270/monthly		
	State the term remaining	15 years	Kirkman Broadcasting, Inc.	
	List the contract number of any government contract		60 Markfield Drive, Unit 4 Charleston, SC 29407	
2.3.	State what the contract or lease is for and the nature of the debtor's interest	Support Agreement		
	State the term remaining		Magnolia/ARC Lender, LLC c/o Branch Capital Partners, L.P.	
	List the contract number of any government contract		3340 Peachtree Road, Ste. 840 Atlanta, GA 30326	
2.4.	State what the contract or lease is for and the nature of the debtor's interest	Cooperation Agreement		
	State the term remaining		Magnolia/ARC Lender, LLC c/o Branch Capital Partners, LP	
	List the contract number of any government contract		3340 Peachtree Road, Ste. 840 Atlanta, GA 30326	

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Case number (if known) Document

Debtor 1 Ashley I, LLC First Name

Middle Name

Last Name



Additional Page if You Have More Contracts or Leases

2. List all contracts and unexpired leases			State the name and mailing address for all other parties wi whom the debtor has an executory contract or unexpired lease			
2.5.	State what the contract or lease is for and the nature of the debtor's interest	Management Agreement				
	State the term remaining		Prodel, LLC			
	List the contract number of any government contract		9804 Koupela Drive Raleigh, NC 27614			
2.6.	State what the contract or lease is for and the nature of the debtor's interest	Consent Agreement "Beazer Site", Charleston County, Charleston, SC				
	State the term remaining List the contract number of any government contract		SC DHEC 2600 Bull Street Columbia, SC 29201			

Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Page 30 of 75 Document Fill in this information to identify the case: Debtor name Ashley I, LLC United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA Case number (if known) ☐ Check if this is an amended filing Official Form 206H **Schedule H: Your Codebtors** 12/15 Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page. 1. Do you have any codebtors? ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form. Yes 2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2. Column 1: Codebtor Column 2: Creditor Check all schedules Name **Mailing Address** Name that apply:

Name

Mailing Address

Name

Check all schedules that apply:

2.1 Ashley II of Charleston, LLC

Raleigh, NC 27601

Magnolia/ARC Lender, LLC

G

G

G

G

Check all schedules that apply:

Fill	I in this information to identify the case:					
	btor name Ashley I, LLC					
Un	ited States Bankruptcy Court for the: DISTRICT OF SOUTH					
Са	se number (if known)					Check if this is an amended filing
St	fficial Form 207 atement of Financial Affairs for Nor					12/15
	e debtor must answer every question. If more space is need te the debtor's name and case number (if known).	eded, attach a s	separate sne	et to this form. C	on the top of a	iny additional pages,
Pa	rt 1: Income					
1.	Gross revenue from business					
	□ None.					
	Identify the beginning and ending dates of the debtor's which may be a calendar year	fiscal year,		of revenue that apply		Gross revenue (before deductions and exclusions)
	From the beginning of the fiscal year to filing date:	☐ Operating a business			\$5,240.00	
	From 1/01/2016 to Filing Date		■ Other	Rental Reven	iue	
	For prior year:		☐ Operat	ing a business		\$13,080.00
	From 1/01/2015 to 12/31/2015		■ Other	Rental Reven	iue	
	For year before that:		☐ Operat	ing a business		\$13,080.00
	From 1/01/2014 to 12/31/2014		Other	Rental Reven	iue	
	Non-business revenue Include revenue regardless of whether that revenue is taxable and royalties. List each source and the gross revenue for each					ney collected from lawsuits,
	■ None.					
			Descripti	on of sources of	revenue	Gross revenue from each source (before deductions and exclusions)
Pa	rt 2: List Certain Transfers Made Before Filing for Bank	kruptcy				
	Certain payments or transfers to creditors within 90 days List payments or transfersincluding expense reimbursement filing this case unless the aggregate value of all property tran and every 3 years after that with respect to cases filed on or a	tsto any creditous referred to that c	or, other than reditor is less			
	□ None.					
	Creditor's Name and Address	Dates	Total ar	nount of value	Reasons for Check all tha	r payment or transfer at apply

Official Form 207

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Debtor Ashley I, LLC

		itor's Name and Address	Dates	Total amount of value	Reasons for pay Check all that app	ment or transfer
	3.1.	Paracorp, Inc. PO Box 160568 Sacramento, CA 95816	11/13/2015	\$100.00	☐ Secured debt ☐ Unsecured loa ☐ Suppliers or vi ☐ Services ☐ Other	
	3.2.	GEL Laboratories, LLC PO Box 30712 Charleston, SC 29417		\$1,150.00	☐ Secured debt ☐ Unsecured loa ☐ Suppliers or ve ☐ Services ☐ Other	
	3.3.	EnviroSmart PO Box 20666 Charleston, SC 29413		\$4,995.00	☐ Secured debt ☐ Unsecured loa ☐ Suppliers or vo ☐ Services ☐ Other	
	List pay or cosion may be listed in	nts or other transfers of property made ments or transfers, including expense reigned by an insider unless the aggregate veradjusted on 4/01/16 and every 3 years at a line 3. <i>Insiders</i> include officers, directors and their relatives; affiliates of the debtor and	mbursements, made within 1 ralue of all property transferre fter that with respect to cases and anyone in control of a c	year before filing this case of d to or for the benefit of the ir filed on or after the date of a orporate debtor and their rela	n debts owed to an insider is less than \$6 djustment.) Do not intives; general partno	5,225. (This amount nclude any payments ers of a partnership
		er's name and address tionship to debtor	Dates	Total amount of value	Reasons for pay	ment or transfer
	List all	sessions, foreclosures, and returns property of the debtor that was obtained b losure sale, transferred by a deed in lieu one				d by a creditor, sold a
	Cred	itor's name and address	Describe of the Property		Date	Value of property
	of the d	r creditor, including a bank or financial ins lebtor without permission or refused to ma				
	■ No	ne				
	Cred	itor's name and address	Description of the action c		Date action was taken	Amount
Pa	rt 3:	Legal Actions or Assignments				

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

4.

5.

6.

Entered 02/08/16 09:47:24 Desc Main Case 16-00559-dd Doc 1 Filed 02/08/16

Document Page 33 of 75 Case number (if known) Debtor Ashley I, LLC

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Case title Nature of case Court or agency's name and Status of case Case number address

Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

None

Part 4: Certain Gifts and Charitable Contributions

List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

■ None

Recipient's name and address Description of the gifts or contributions Dates given Value

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

■ None.

Description of the property lost and Amount of payments received for the loss **Dates of loss** Value of property how the loss occurred lost If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule

A/B: Assets - Real and Personal Property).

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

Who was paid or who received If not money, describe any property transferred Dates Total amount or the transfer? value **Address** January 11, 11.1. 2016 -\$16,666.67 McCarthy Law Firm, LLC February 3, PO Box 11332 2016 -Columbia, SC 29211-1332 \$75,000.00 \$30.873.76 Email or website address www.mccarthy-lawfirm.com

Who made the payment, if not debtor? Ashley II of Charleston, LLC

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the transfer? Address	otal amount or value
· ·	value
PO Box 25448 Columbia, SC 29224 Email or website address www.oovcpa.com Who made the payment, if not debtor? Ashley II of Charleston, LLC	\$8,333.33

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

■ None.

Name of trust or device Describe any property transferred Dates transfers were made value

13. Transfers not already listed on this statement

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

None.

Who received transfer?

Address

Description of property transferred or payments received or debts paid in exchange

Date transfer

Total amount or value

Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

Does not apply

Address Dates of occupancy From-To

Part 8: Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?
 - No. Go to Part 9.
- Yes. Fill in the information below.

Facility name and address

Nature of the business operation, including type of services the debtor provides

If debtor provides and housing, number of patients in debtor's care

Part 9: Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

Debtor	Ashley I, LLC	Document	Page 35 of C	75 ase number (if known)	
				· · · · · · · · · · · · · · · · · · ·	
	No.				
	Yes. State the nature of the information of	collected and retained.			
	in 6 years before filing this case, have a it-sharing plan made available by the de			pants in any ERISA, 401(k), 403(b), or other pension or
	No. Go to Part 10.				
	Yes. Does the debtor serve as plan admi	nistrator?			
B (40	-				
Part 10	Certain Financial Accounts, Safe Dep	osit Boxes, and Storage	Units		
With	ed financial accounts in 1 year before filing this case, were any fi ed, or transferred?	nancial accounts or instru	ıments held in the	debtor's name, or for the debtor's b	penefit, closed, sold,
Inclu	de checking, savings, money market, or ot eratives, associations, and other financial is		ertificates of depos	sit; and shares in banks, credit unior	ns, brokerage houses,
COOP	eratives, associations, and other infancial i	institutions.			
	None Financial Institution name and	Last 4 digits of	Type of accou	nt or Date account was	Last balance
	Address	account number	instrument	closed, sold, moved, or transferred	before closing or transfer
19. Safe	deposit boxes				
List a	any safe deposit box or other depository for	r securities, cash, or other	r valuables the de	btor now has or did have within 1 ye	ear before filing this
oaoo	•				
	None				
De	necitory institution name and address	Names of anyone	. with	Description of the contents	Do you otill
De	pository institution name and address	Names of anyone access to it Address	with	Description of the contents	Do you still have it?
	oremises storage				
	any property kept in storage units or warehous h the debtor does business.	ouses within 1 year before	e filing this case. I	Do not include facilities that are in a	part of a building in
	None				
Fa	cility name and address	Names of anyone	with	Description of the contents	Do you still
1 4	cinty hame and address	access to it	With	bescription of the contents	have it?
	_				
Part 11	Property the Debtor Holds or Control	s That the Debtor Does	Not Own		
List a	perty held for another any property that the debtor holds or contro st leased or rented property.	ls that another entity own	s. Include any pro	operty borrowed from, being stored f	or, or held in trust. Do
■ N	one				
Part 12	Details About Environment Information	on			
For the p	ourpose of Part 12, the following definitions	apply:			
	vironmental law means any statute or gover		oncerns pollution	contamination or hazardous mater	rial regardless of the

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Case 16-00559-dd Doc 1

medium affected (air, land, water, or any other medium).

Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly

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Case number (if known) Document

Debtor Ashley I, LLC

harmful	substance

Report all notices, release	s, and proceedings	known, regardless of	when they occurred.
-----------------------------	--------------------	----------------------	---------------------

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and order							ements and orders.		
	□ No.								
	■ Yes	s. Provide details below.							
	Case ti			Court or agency name and address	ı	Nature of the case	Status of case		
	Ashley action SOFA	v I, LLC was not a party to the , but the UAO attached as Ext 22 was previously issued for ty now owned by Ashley I, Ll	hibit the	auuress			☐ Pending ☐ On appeal ☐ Concluded		
		governmental unit otherwise notifiental law?	fied the o	debtor that the debtor may b	oe liable	e or potentially liable under or ir	violation of an		
	■ No.	s. Provide details below.							
	Site na	me and address		Governmental unit name ar address	nd	Environmental law, if known	Date of notice		
24. I	Has the c	lebtor notified any governmental	unit of a	ny release of hazardous ma	terial?				
	_			•					
	No.								
	■ Yes	s. Provide details below.							
	Site na	me and address		Governmental unit name ar address	nd	Environmental law, if known	Date of notice		
	Exhibi	ant to the UAO attached as t SOFA 22, Ashley I, LLC has reporting requirements	no						
Par	t 13: D	etails About the Debtor's Busines	s or Cor	nections to Any Business					
l	_ist any b	sinesses in which the debtor has usiness for which the debtor was ar is information even if already listed	n owner,	partner, member, or otherwise	e a pers	on in control within 6 years before	filing this case.		
	■ None								
E	Business	name address	Descr	ibe the nature of the busine	ss	Employer Identification num Do not include Social Security num			
						Dates business existed			
26. Books, records, and financial statements 26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before □ None							se.		
	Name a	and address					ate of service rom-To		
	26a.1. Cherokee Investment Services, Inc. 111 E. Hargett Street, Ste. 300 Raleigh, NC 27601				1	0/2007 - current			
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26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4 ATIANTA FEDERAL CENTER **81 FORSYTH STREET** ATLANTA, GEORGIA 30303-8860

Dabs Warnel (uf UAO)

January 20, 1999

4EAD

CERTIFIED MAIL

Michael Slonska Environmental Group Beazer East Inc. 1 Oxford Center, Suite 3000 Pittsburgh, PA 15219

SUBJ:

Issuance of Unitateral Administrative Order for RD/RA at the Koppers (Charleston Property) Superfund Site, Charleston, Charleston County, South Carolina.

Dear Mr. Slenska:

The purpose of this letter is to transmit the enclosed Unilateral Administrative Order (Order) to Beazer East Inc. regarding the Koppers (Charleston Plant) Superfund Site (the Site). This Order is issued pursuant to the authority of the United States Environmental Protection Agency (EPA) under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA), 42 U.S.C. § 9606(a), as amended.

As you have been previously notified, EPA has information indicating that Beazer East Inc. is a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to the Site.

The enclosed Order directs Beazer East Inc. to perform the Remedial Design and Remedial Action (RD/RA) described in the Record of Decision (ROD) dated April 29, 1998. The ROD is incorporated by reference in the Order.

Please review the Order carefully, paying particular attention to Sections XXX, XXVIII, and XXIX, of the Order which address the obligations of the Respondents to give notice of their

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intent to comply, the effective date of the Order and the right of the Respondents to request a conference to discuss the terms of the Order. For deadlines of thirty days or less, consider the effective date of this Order to be January 25, 1999. Please let me know if you will need extensions for other deadlines. I have not enclosed the ROD, Work Plan or Site map with the Order. Let me know if you need copies.

If you have any technical questions relating to the enclosed Order, please contact the Remedial Project Manager for the Site, Mr. Craig Zeller at (404) 562-8827. If you have any legal questions concerning this Order, please contact Mr. Kevin Beswick, Assistant Regional Counsel,

at (404) 562-9580.

Sincerely,

Kevin Beswick

cc: Monica Gambino, Babst Calland Craig Zeller, RPM UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
UNILATERAL ADMINISTRATIVE ORDER
REMEDIAL DESIGN AND REMEDIAL ACTION
KOPPERS CO., INC. (CHARLESTON PLANT) NPL SITE
CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

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Document Page 40 of 75

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UNITED STATES **ENVIRONMENTAL PROTECTION AGENCY** Region 4

In The Matter Of

KOPPERS CO., INC (CHARLESTON PLANT) NPL SITE

Beazer East, Inc.

Respondent.

Proceeding Under Section, 106(a) of the Comprehensive Environmental Response. Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 42 U.S.C. Section 9606(a)

U.S. EPA Docket No: 99-07-C

UNILATERAL ADMINISTRATIVE ORDER FOR REMEDIAL DESIGN AND REMEDIAL ACTION

I. INTRODUCTION AND JURISDICTION

A. This Unilateral Administrative Order For Remedial Design and Remedial Action (the "Order") directs Respondent to develop the Remedial Design ("RD") for the remedy described in the Record of Decision (ROD), dated April 29, 1998, for the Koppers Co., Inc. (Charleston Plant) NPL Site, and to implement the Remedial Design by performing the Remedial Action ("RA"), Operation and Maintenance, and Performance Monitoring. This Order is issued to Respondent by the United States Environmental Protection Agency ("EPA") under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580 (52 Fed. Reg. 2926, January 29, 1987), and was further delegated to EPA Regional Administrators on September 13, 1987, by EPA Delegation No 14-14-B and redelegated to the Director, Waste Management Division on January 5, 1989, by Regional Delegation No. 14-14-B.

II. PARTIES BOUND

A. This Order applies to and shall be binding upon Respondent, its directors, officers, employees, agents, successors, and assigns. Respondent is responsible for carrying out all activities required by this Order. No change in the ownership, corporate status, or other control of Respondent shall alter its responsibilities under this Order.

- B. Respondent shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondent's property rights, stock, or assets are transferred. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories, and consultants retained to perform any Work under this Order within five (5) days after the effective date of this Order, or on the date such services are retained, whichever date occurs later. Respondent shall also provide a copy of this Order to each person representing Respondent with respect to the Site or the Work and shall condition all contracts and subcontracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. Notwithstanding the terms of any contract. Respondent is responsible for ensuring that its contractors and subcontractors and agents perform the Work contemplated herein in accordance with this Order.
- C. With regard to the activities undertaken pursuant to this Order, each contractor and subcontractor and agent shall be deemed to be related by contract to the Respondent within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).
- D. Respondent shall, within lifteen (15) days after the effective date of this Order or within fifteen (15) days after acquiring title to property at the Site directly involved in the Remedial Action, record a cupy or copies of this Order in the appropriate office where land ownership and transfer records are filed or recorded, and shall ensure that the recording of this Order is indexed to the titles of each and every property at the Site owned by Respondent and directly involved in the Remedial Action so as to provide notice to third parties of the issuance and terms of this Order with respect to those properties. Respondent shall, within fifteen (15) days after the effective date of this Order or within fifteen (15) days after acquiring title to such property, send notice of such recording and indexing to EPA.
- E. Not later than thirty (30) days prior to any transfer of any real property interest in any property included within the Site, Respondent shall submit a true and correct copy of the transfer document to EPA, and shall identify the transferce by name, principle business address and effective date of the transfer.

III. DEFINITIONS

Unless noted to the contrary, the terms of this Order shall have the meaning assigned to those terms pursuant to CERCLA or any regulation promulgated under CERCLA. Whenever the terms listed below are used in this Order and Appendices attached hereto, the following definitions shall apply:

- A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.
 - B. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working

day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next working day.

- C. "EPA" shall mean the United States Environmental Protection Agency.
- D. "Hazardous Substance" shall mean any substance meeting the definition provided in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- E. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.
- F. "Operation and Maintenance" or "O&M" shall mean all operation and maintenance activities required by the ROD, and the Remedial Design Report, Specifications and Drawings developed by Respondent and approved by EPA pursuant to this Order, including any additional activities required by Sections X (EPA Periodic Review), XI (Additional Response Actions), XII (Endangerment and Emergency Response), and XIII (EPA Review of Submissions).
 - G. "Paragraph" shall mean a portion of this Order identified by a capital letter.
 - H. "Parties" shall mean the United States of America and Respondent.
- I. "Performance Monitoring" shall mean all performance monitoring activities required by the ROD and the Remedial Design Report, Specifications and Drawings developed by Respondent and approved by EPA, including any additional activities required by Sections X (EPA Periodic Review). XI (Additional Response Actions), XII (Endangerment and Emergency Response), and XIII (EPA Review of Submissions), to ensure the effectiveness of the implemented remedy and to confirm over time that all Performance Standards are met.
- J. "Performance Standards" shall mean those cleanup levels, treatment standards, standards of control, and other substantive requirements, criteria or limitations, identified in the Rod, and, except for cleanup levels and treatment standards, those identified by EPA during the Remedial Design that the Remedial Action and all other Work required by this Order must attain and maintain.
- K. "Pollutant or Contaminant" shall mean any substance defined in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).
- L. "Record of Decision" or "ROD" shall mean the EPA Record of Decision for the Koppers Site which was signed on April 29, 1998, by the Director of the Waste Management Division, EPA Region 4, including all attachments thereto. The ROD is attached hereto as Appendix 1 and is incorporated herein by reference.

- M. "Remedial Action" or "RA" shall mean those activities, except for Operation and Maintenance, to be undertaken by Respondent to implement the final plans and specifications submitted by Respondent pursuant to the Remedial Design Report approved by EPA, including any additional activities required by Sections X (EPA Periodic Review), XI (Additional Response Actions), XII (Endangerment and Emergency Response), and XIII (EPA Review of Submissions).
- N. "Remedial Design" or "RD" shall mean all studies, investigations or surveys conducted, and plans and specifications prepared, that are necessary to implement the Remedial Action. Operation and Maintenance, and Performance Monitoring activities required by the ROD and the EPA approved Remedial Design Report. Specifications, and Drawings, including any additional activities required by Sections X (EPA Periodic Review). XI (Additional Response Actions), XII (Endangerment and Emergency Response), and XIII (EPA Review of Submissions).
 - O. "Respondent" shall mean Beazer East, Inc.
 - P. "Section" shall mean a portion of this Order identified by a roman numeral.
- Q. "Site" shall mean the Koppers Co., Inc. (Charleston Plant) NPL Site, encompassing approximately 102 acres, located south of Milford Street between King Street and the Ashley River, in Charleston, Charleston County, South Carolina, as generally depicted on the map attached hereto as Appendix 2. Notwithstanding the Site boundaries depicted on Appendix 2, the Site includes the areal extent of hazardous substances contamination, and all areas in close proximity to the contamination that are necessary for implementation of the Work.
- R. "State" shall mean the State of South Carolina as represented by the South Carolina Department of Health and Environmental Control (SCDHEC).
- S. "United States" shall mean the United States of America, including the Department of Justice and EPA.
- T. "Work" shall mean all activities Respondent is required to perform under this Order, including Remedial Design, Remedial Action, Operation and Maintenance, Performance Monitoring, and any schedules or plans required to be submitted pursuant thereto.

IV. FINDINGS OF FACT

A. The Koppers Company, ("Koppers")., Inc. (Charleston Plant) NPL Site ("the Site") is located in the Charleston Heights section of Charleston, Charleston County, South Carolina. The Site covers approximately 102 acres of land in an area mixed with commercial and industrial development. Koppers' name was changed to Beazer East, Inc. ("Beazer") in 1990. Koppers operated a wood treating facility from 1940 to 1977 on an approximate 45 acre parcel of the Site generally bounded to the north by Milford Street, to the south by Braswell Street, to the east by Interstate 26 and to the west by the Ashley River. In addition, Koppers leased a 4 acre tract south of Braswell Street from 1953 to 1968 for the stated purpose of depositing sawdust, bark, and

other wood waste materials resulting from stripping operations. Beazer East, Inc., is a successor in interest to the relevant assets and liabilities of Koppers Company, Inc. by merger.

- B. Koppers' operations consisted primarily of treating raw lumber and utility poles with creosote, pentachlorophenol ("penta"), and chromated copper arsenate (CCA). The majority of wood treating operations were conducted in the castern portion of the Site which contained numerous above ground storage tanks, working tanks, and treatment cylinders. Once the virgin lumber was sized, seasoned or otherwise made ready for treatment, the wood was pressure treated with either creosote, penta, or CCA. Wastewater containing oils, creosote and other solids generated during the treatment process was recovered in a sump pit and pumped to a series of separation tanks. Water from the separation tanks was discharged to a surface drainage ditch. now known as the South Braswell Street Drainage Ditch, which flowed westward to the Ashley River. Historical serial photographs and Remedial Investigation sampling conducted pursuant to an Administrative Order on Consent (Docket No. 93-02-C) indicate that creosote constituents were transported with wastewater and surface water run-off along the South Braswell Street Drainage Ditch and into an impoundment area. After the mid-1960's, wastewater from the separation tanks was discharged to the publicly owned treatment works (POTW). Sludge material consisting of sand, wood chips, wood resins, and creosote, accumulated in the bottom of the treating cylinders. The sludge material was removed from the cylinders, and until the middle 1960's was used as fill material in the northwest portion of the Site.
- C. Koppers sold the 45 acre parcel to Braswell Shipyards Inc. in 1978. Braswell later leased and/or sold various portions of the 45 acre parcel to commercial interests. Since 1978, the former Koppers property has been used by several industries. The former creosote storage tanks were used by FedServ Industries to store waste oil. Investigations conducted by the South Carolina Department of Health and Environmental Control (SCDHEC) and EPA revealed spilled waste oil on the ground immediately surrounding the six storage tanks. In 1985, cleanup and removal activities were undertaken under an EPA Administrative Order on Consent by FedServ Industries, Conservoil Inc., Low Country Petroleum Products Inc., (d/b/a as AAA Waste Oil), Fleet Transport Inc., Koppers Co. Inc., Mr Joe Giraldo, and the Estate of Gerald Luckow, which included proper disposal of material in the tanks, dismantling of the tanks, and excavation and disposal of soils.
- D. From 1978 to 1982, Pepper Industries used the former working tanks to store waste oil, ship bilge and tank waste. In August of 1983, Peppers began the dismantling of the former working tanks, but declared bankruptcy prior to completion. Braswell Shipyards finished the tank removal in 1987, and Koppers financed one half the cost.
- E. The 57 acre tract of land south and adjacent to the former Koppers property was used by a series of owners including American Agricultural Chemical Company (Agrico) and Conoco, Inc., to produce phosphate fertilizer and sulphuric acid from the 1880's until the 1970's. In 1982, Braswell purchased this tract of land and then leased and/or sold portions of that property to commercial interests, including Southern Dredging. In November of 1984, Southern Dredging dredged a barge canal on one of the parcels, near the 4 acre parcel that Koppers had leased for

Doc 1

wood disposal. As a result of the dredging, South Carolina regulatory personnel responded to the presence of exposed creosoted poles, highly turbid water, and an oily sheen on the Ashley River adjacent to the canal. This 57 acre parcel, along with the former Koppers property, comprises the 102 acres of the Site.

- F. Koppers Company was the owner and operator of a portion of the Site during the time when constituents were released from its operation of a wood treating plant on its property Beazer has repurchased portions of its former property and additional parcels at the Site.
- G. In 1988, EPA conducted a Site Inspection to gather the necessary information required to prepare the Hazard Ranking System (HRS) package. Based on the results of this investigation, the Koppers Co., Inc. (Charleston Plant) Site was proposed for inclusion on the National Priorities List (NPL) in February 1992 The Site became final on the NPL in December 1994
- H In January of 1993, respondent began a Remedial Investigation/Feasibility Study (RI/FS) pursuant to an Administrative Order on Consent (Docket No. 93-02-C) The Remedial Investigation ("RI") Report was accepted as Final by EPA in January 1995
- I During the multi-phased RL non-aqueous phase liquid (NAPL) containing creosote constituents was observed in the subsurface underlying the Former Treatment Area. The subsurface of the Former Treatment Area contains potentially recoverable quantities of NAPL and is considered a definite source area of contaminants detected in the sediments and surface waters of the Milford Street Drainage Ditch, the Hagood Avenue Drainage Ditch and the headwaters of the North Tidal Marsh. NAPL has been observed in the Hagood Avenue Drainage Ditch which feeds the North Tidal Marsh. NAPL is introduced into this system via discharge from the Former Treatment Area (source area) into the eastern end of the Milford Street Drainage Ditch. NAPL and other contaminants are then transported via a subsurface drainage system which runs approximately parallel to I-26 then empties into the Hagood Avenue Drainage Ditch.
- J. Potential carcinogenic and non-carcinogenic risks posed by human exposure to surface waters and sediments of the Milford Street and Hagood Avenue Drainage Ditches were quantified in EPA's Final Human Health Baseline Risk Assessment (January 1995). A future on-site worker exposure scenario was developed and evaluated for potential risks posed by dermal contact and incidental ingestion of surface waters and sediments of the Milford Street Drainage Ditch. A current off-site resident exposure scenario was developed and evaluated for potential risks posed by dermal contact and incidental ingestion of surface waters and sediments of the Hagood Avenue Drainage Ditch. The potential resultant carcinogenic risks for the future on-site worker and current off-site resident are not within EPA's protective risk range for adequate protection of human health. Furthermore, potential child exposure to surface waters and sediments of the Hagood Avenue Drainage Ditch resulted in unacceptable non-carcinogenic risks. The primary contaminants of concern in the surface water and sediments of the Milford Street and Hagood Avenue Drainage Ditches contributing to the potential unacceptable risks are polynuclear aromatic hydrocarbons (PAHs which are components of creosote-based wood preservatives), dioxin (which is a trace contaminant found in technical grade penta), and arsenic. Arsenic is

classified by EPA as Group A (known human carcinogen), while a subset of the above PAHs and the 2,3,7,8-TCDD congener of dioxin are classified as Group B (probable human carcinogen).

- K. All of the substances named above are designated as hazardous substances in Title 40. Section 302 of the Code of Federal Regulations.
- L. In an April 29, 1994 letter addressed to Mr. Craig Zeller (EPA Region 4 Remedial Project Manager), Ms. Shannon Craig (Environmental Group Program Manager for Beazer East, Inc.), recommended that Remedial Measures be considered in the area of the Milford Street Drainage Ditch "to reduce the potential release of site-related constituents to this drainage ditch and thereby reduce the potential risk to human health and the environment due to this source." EPA, and Beazer East, Inc., in close consultation with SCDHEC, agreed that implementation of an Interim Remedial Action (IRA) via an Order, rather than by Consent Decree, was the most expeditious way to protect human health and the environment in the short-term, while a final long-term remedial solution for the Site was being developed. The parties' mutual desire to expedite the Work was the sole reason for utilizing an Order in lieu of a Consent Decree.
- M. The general objectives of EPA's Interim Remedial Action were: 1) Eliminate off-site migration of NAPL from the Former Treatment Area to the eastern end of the Milford Street Drainage Ditch; 2) Expedite remediation of a potential human health risk due to exposure to sediments and surface waters of the Milford Street and Hagood Avenue Drainage Ditches; 3) Mitigate the existing drainage system as a conduit for potential NAPL and constituent migration to the Hagood Avenue Drainage Ditch and North Tidal Marsh; 4) Mitigate off-site migration of NAPL in the intermediate water-bearing zone underlying the Former Treatment Area; and 5) Provide operational and implementation data needed to optimize a cost-effective site-wide remediation.
- N. In a January 11, 1995 letter addressed to Ms. Shannon Craig (Environmental Group Program Manager for Beazer East, Inc.). Mr. Craig Zeller (EPA Region 4 Remedial Project Manager) directed Beazer East, Inc. to conduct additional investigatory work on the 57 acre tract of land formerly owned by Agrico and Conoco. This work was performed under the additional work provisions of the Administrative Order on Consent (Docket No. 93-02-C) and was conducted to fully delineate the source of lead and arsenic contamination detected in the surface waters and sediments of the South Tidal Marsh. This work was conducted in March 1995.
- O. Pursuant to Section 117 of CERCLA. 42 U.S.C. § 9617, EPA published notice of the completion of the RI and of the proposed plan for Remedial Action on January 19, 1995 in "The Post And Courier" a major local newspaper of general circulation, and provided opportunity for public comment on the proposed remedial action.
- P. The decision by EPA on the Remedial Action to be implemented at the Site is embodied in a Record of Decision ("ROD"), executed on April 29, 1998, to which the State of South Carolina has not given its concurrence. The ROD includes a responsiveness summary to public comments received. The ROD is supported by an administrative record that contains the

documents and information upon which EPA based the selection of the response action. The administrative record is available for public review at EPA's regional office in Atlanta, Georgia and at the Charleston County Main Library, 404 King St., Charleston, SC 29402.

Y CONCLUSIONS OF LAW AND DETERMINATIONS

- A. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- B. Respondent Beazer East, Inc., is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- C. The Respondent Beazer East, Inc., is a "liable party" as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- D. The contaminants found at the Site are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- E. These hazardous substances are being released from the Site into the soil, sediments, groundwater, and surface water at and/or from the Site.
- F. The past disposal and migration of hazardous substances at and/or from the Site are a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- G. The potential for future migration of hazardous substances at and/or from the Site poses a threat of a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- H. The release of one or more hazardous substances at the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.
- I. The actions required by this Order are necessary to protect the public health, welfare, and the environment.

VI. NOTICE TO THE STATE

A. On October 23, 1998, prior to issuing this Order, EPA notified the State of South Carolina, Department of Health and Environmental Control, that EPA would be issuing this Order.

VII ORDER

Based on the foregoing. Respondent is hereby ordered to comply with this Order, including but not limited to all Appendices to this Order, all documents incorporated by reference into or to be developed pursuant to this Order, and all schedules and deadlines in this Order, attached to this Order, incorporated by reference into this Order, or to be developed pursuant to this Order.

SENT BY:

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VIII. WORK TO BE PERFORMED

- A. Appendix I to this Order is the ROD which sets forth the Performance Standards that must be achieved by Respondent to implement the Work at the Site. The ROD is incorporated into this Order by reference as if fully set forth herein and is therefore both a requirement and an enforceable part of this Order.
- B. Respondent shall cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, Respondent shall participate in the preparation of such information for distribution to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.
- C. All aspects of the Work to be performed by Respondent pursuant to this Order shall be under the direction and supervision of a qualified contractor ("Supervising Contractor") who shall be a qualified professional engineer or geologist with expertise in hazardous waste cleanups, the selection of which shall be subject to disapproval by EPA. Within five (5) days after the effective date of this Order, Respondent shall submit to EPA in writing the name, title, and qualifications of any contractor proposed to be the Supervising Contractor, including primary support entities and staff. EPA will issue a notice of disapproval or an authorization to proceed.
- D. If EPA disapproves a proposed Supervising Contractor, Respondent shall submit to EPA within fifteen (15) calendar days after receipt of EPA's disapproval of the Supervising Contractor previously proposed, a list of contractors, including primary support entitics and staff, that would be acceptable to Respondent. EPA shall, after receipt of the list, provide written notice of the names of the contractors it disapproves and an authorization to proceed with respect to any of the other contractors. Respondent may select any contractor from that list that is not disapproved and shall notify EPA of the name of the Supervising Contractor selected within ten (10) days of EPA's authorization to proceed.
- E. If at any time thereafter, Respondent proposes to use a different Supervising Contractor for Work at the Site, Respondent shall notify EPA and shall obtain an authorization to proceed from EPA before a new Supervising Contractor performs any Work under this Order. Any change in the Supervising Contractor made pursuant to this paragraph, shall not excuse any Work, deadlines, or schedules required under this Order.
- F. The purpose of the Remedial Design and Remedial Action is to design, construct, operate and maintain, and monitor the performance of the selected remedy to ensure protection of human health and the environment. The Remedial Design (discussed in Paragraph G. below) includes those activities to be undertaken by Respondent to develop the final plans and includes those activities to be undertaken by Respondent to develop the final plans and specifications, general provisions, and special requirements necessary to translate the ROD into the remedy to be constructed during the Remedial Action phase (discussed in more detail in Paragraph H. below). The Remedial Action involves the implementation phase of Site cleanup or actual construction of the remedy. The Remedial Action is based on the Remedial Design to achieve the Performance Standards at the Site. The major tasks that Respondent must complete

PACE 40

and the deliverables associated with each task to support the Work are described in the following paragraphs of this Order. EPA approval of a task or deliverable shall not be construed as a guarantee of the ultimate adequacy of such a task or deliverable.

G. Remedial Design

- 1. Within 30 days after EPA's issuance of an authorization to proceed pursuant to Paragraph C or D above, Respondent and Supervising Contractor shall sponsor an Remedial Design Kick-Off Meeting to present the approach and basis for the Remedial Design to EPA and SCDHEC. The purpose of this meeting is to solicit input from EPA/SCDHEC on the overall design basis and approach to implementation prior to submission of the Remedial Design document described below.
- 2. Subsequent to EPA's issuance of an authorization to proceed pursuant to Paragraph C or D above, Respondent shall implement Remedial Design activities in accordance with the EPA-approved Remedial Design Work Plan attached to this Order as Appendix 3. Remedial Design submittals and project sequencing shall be implemented in accordance with the schedule attached as Figure 2 to the Remedial Design Work Plan. Modifications to the Remedial Design project schedule may be made with mutual consent between the EPA Project Coordinator and Respondent's Project Coordinator designated pursuant to Section XVII of this Order.
- 3. The Final Remedial Design Report shall include design drawings and construction specifications suitable for construction of EPA's selected response actions in the ROD. At a minimum, the Final Design Report shall address the following components: 1) A site preparation and construction sequencing plan for the step-wise implementation of the Remedial Action; 2) Delineation of the applicable or relevant and appropriate permitting requirements; 3) A health and safety construction plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120; 4) A performance monitoring plan designed to provide a mechanism to verify that Performance Standards have been achieved, and to ensure that the remedy provides adequate, long-term protection of human health and the environment; 5) A quality assurance/quality control plan to ensure the validity of data generated while conducting the Work under this Order, 6) An operation and maintenance plan to ensure effective operation of the remedy and treatment system on a continuous basis; 7) A detailed construction and remedy implementation schedule; 8) A tevised construction and/or remedy cost estimate; and 9) Results of supplemental data acquisition activities conducted to support the development of the Remedial Design, if applicable.
- 4. EPA review, comment and approval of the Remedial Design shall be conducted in accordance with the provisions of Section XIII (EPA Review of Submissions) of this Order.
- 5. At a minimum, four (4) copies of the Remedial Design documents shall be submitted to the EPA Project Coordinator listed in Section XVII of this Order. Furthermore, two (2) copies of the Remedial Design documents shall be submitted to the SCDHEC Project Coordinator listed in Section XVII of this Order.

H. Remedial Action

- 1. Upon EPA approval of the Final Design Report, Respondent shall implement the activities required under the Remedial Design pursuant to the approved schedule contained therein. Unless otherwise directed by EPA, Respondent shall not commence physical on-site activities at the Site prior to approval of the Remedial Design.
- 2. Respondent shall notify EPA in writing of the name, title, and qualifications of the construction contractor proposed to be used in carrying out the Work under this Order. If at any time Respondent proposes to change the construction contractor, Respondent shall notify EPA immediately before the new construction contractor performs any of the Work under this Order

L. Performance Standards

The Work performed by Respondent pursuant to this Order shall, at a minimum, achieve the Performance Standards.

J. Warranties

Notwithstanding any action by EPA. Respondent remains fully responsible for achievement of the Performance Standards. Nothing in this Order, or in EPA's approval of the Remedial Design, or approval of any other submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the Remedial Design or Remedial Action will achieve the Performance Standards. Respondent's compliance with such approved documents does not foreclose EPA from seeking additional work to achieve the applicable Performance Standards.

K Notification of Off-Site Waste Shipment

All materials removed from the Site shall be disposed of or treated at a facility approved by the EPA Project Coordinator and in accordance with Section 121(d)(3) of CERCLA, 42 U.S.C. 9621(d)(3), with the U.S. EPA "Off-Site Policy." 40 CFR § 300,440 (50 Fed. Reg. 49200. September 22, 1993), and with all other applicable federal, state and local requirements. Respondent shall, prior to any off-Site shipment of hazardous substances from the Site to an off-Site waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to the EPA Project Coordinator, of such shipment of hazardous substances. However, the notification of shipments shall not apply to any off-Site shipments when the total volume of all shipments from the Site to the state will not exceed ten (10) cubic yards.

1. The notification shall be in writing, and shall include the following information, where available: (a) the name and location of the facility to which the hazardous substances are to be shipped; (b) the type and quantity of the hazardous substances to be shipped; (c) the expected schedule for the shipment of the hazardous substances; and (d) the method of transportation.

Respondent shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

- 2. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for Remedial Action construction. Respondent shall provide all relevant information on the off-site shipments as soon as practicable after the award of the contract and before the hazardous substances are actually shipped.
- 3. The contents of this provision shall not be considered to be approval of the off-Site shipment of materials from the Site where the ROD requires treatment and/or storage on-Site.

IX CERTIFICATION OF COMPLETION

- A. Within thirty (30) days after Respondent concludes that the Remedial Action has been fully performed, and that the Performance Standards have been attained, Respondent shall so notify EPA and shall schedule and conduct a pre-certification inspection to be attended by Respondent and EPA. The pre-certification inspection shall be followed by a written Remedial Action Report submitted within thirty (30) days of the inspection by a registered professional engineer and Respondent's Project Coordinator certifying that the Remedial Action has been completed in full satisfaction of the requirements of this Order. If, after completion of the precertification inspection and receipt and review of the Remedial Action Report, EPA determines that the Remedial Action or any portion thereof has not been completed in accordance with the Order, EPA shall notify Respondent in writing of the activities that must be undertaken to complete the Remedial Action and shall set forth in the notice a schedule for performance of such activities. Respondent shall perform all activities described in the notice in accordance with the specifications and schedules established therein. If EPA concludes, following the initial or any subsequent certification of completion by Respondent that the Remedial Action has been fully performed in accordance with this Order, EPA may notify Respondent that the Remedial Action has been fully performed. EPA's notification shall be based on present knowledge and Respondent's certification to EPA, and shall not limit EPA's right to perform periodic reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), or to take of require any action that in the judgment of EPA is appropriate at the Site, in accordance with 42 U.S.C. §§ 9604, 9606, or 9607.
 - B. The Remedial Action Report shall be comprised of and address the following elements:

 1) A synopsis of the Work performed pursuant to this Order and a demonstration that the Performance Standards have been achieved; 2) Certification that the Remedial Action has been completed in full satisfaction of the requirements of this Order; 3) Description of how outstanding items noted in the pre-certification inspection were resolved, if applicable; 4) Explanation of modifications made during the Remedial Action to the EPA approved Remedial Design and why those changes were made; 5) As-built drawings; 6) Summary of data generated pursuant to performance monitoring program established in EPA approved Remedial Design; and 7)

101 ECT 6107

Description of on-going operation and maintenance program.

X EPA PERIODIC REVIEW

Under Section 121(c) of CERCLA, 42 U.S.C. §9621(c), and any applicable regulations, EPA may review the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Respondent shall conduct the requisite studies, investigations, or other response actions as determined necessary by EPA in order to permit EPA to conduct the review under Section 121(c) of CERCLA. As a result of any review performed under this paragraph, Respondent may be required to perform additional response actions or to modify the Work previously performed.

XI ADDITIONAL RESPONSE ACTION

- A EPA may determine that, in addition to the Work identified in this Order and attachments to this Order, additional response actions may be necessary to meet the Performance Standards or to protect human health and the environment. If EPA determines that additional response actions are necessary, EPA will notify Respondent and may require Respondent to submit a work plan for such additional response actions. EPA may also require Respondent to modify any plan, design, or other deliverable required by this Order, including any approved modifications. Respondent shall notify EPA of their intent to perform such additional response actions within seven (7) days after receipt of EPA's request for additional response actions.
- B. Unless otherwise stated by EPA, not later than thirty (30) days after receiving EPA's notice that additional response actions are required pursuant to this Section, Respondent shall submit a work plan for the additional response actions ("Additional Response Action Plan") to EPA for review and approval. The plan shall conform to the applicable requirements of Sections VIII (Work to be Performed), XV (Quality Assurance Sampling and Data Analysis), and XVI (Compliance with Applicable Laws) as appropriate. Upon approval by EPA, the Additional Response Action Plan shall be incorporated into this Order as a requirement of this Order and shall be an enforceable part of this Order as if fully set forth herein. Upon approval of the Additional Response Action Plan pursuant to the procedures set forth in Section XIII (EPA Review of Submissions), Respondent shall implement the Additional Response Action Plan according to the standards, specifications, and schedule in the approved Additional Response Action Plan.

XII ENDANGERMENT AND EMERGENCY RESPONSE

A. In the event of any action or occurrence after the effective date of this Order which causes or threatens a release of a hazardous substance or which may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or endangerment, and shall immediately notify EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's alternative Project Coordinator. If neither of these persons is available, Respondent shall notify the EPA Region 4

Hotline at (404) 562-8700. Respondent shall take such action in consultation with EPA's Project Coordinator and in accordance with all applicable provisions of this Order. In the event that Respondent fall to take appropriate response action as required by this Section, and EPA takes that action instead. EPA reserves the right to pursue reimbursement of all EPA's costs attributable to the response action that are not inconsistent with the NCP.

B. Nothing in the preceding paragraph shall be deemed to limit any authority of the United States to take, direct, or order any appropriate action necessary to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at, or from the Site.

XTIL EPA REVIEW OF SUBMISSIONS

- A. Upon receipt of any plan, report, or other item which is required to be submitted for approval pursuant to this Order, EPA shall, in writing, either: 1) approve the submission; or 2) disapprove the submission, notifying Respondent of deficiencies. If such submission is disapproved, EPA shall either: 1) direct Respondent to modify the submission and, if necessary, the underlying Work, to correct the deficiencies; or 2) if Respondent refuses, notify Respondent that EPA will assume the responsibility for modifying the submission to correct the deficiencies, including, if necessary, the underlying Work.
- B. In the event of approval or modification by EPA, Respondent shall proceed to take any action required by the plan, report, or other item, as approved or modified.
- C. Upon receipt of a written notice of disapproval and directive for modification.

 Respondent shall, within thirty (30) days or such other time as specified by EPA in its notice of disapproval or request for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval, Respondent shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.
- D. If, upon resubmission, the plan report, or item is not approved. Respondent shall be deetned to be in violation of this Order.
- E. The provisions of this Order shall govern all proceedings regarding the Work performed pursuant to this Order. In the event of any inconsistency between this Order and any required deliverable submitted by Respondent, the inconsistency will be resolved in favor of this Order.

XIV. PROGRESS REPORTS

A. In addition to the deliverables set forth in this Order, Respondent shall submit written monthly progress reports to EPA with respect to actions and activities undertaken pursuant to this Order. The progress reports shall be submitted on or before the 10th day of each month beginning thirty (30) days following the effective date of this Order. Respondent's obligation to submit progress reports continues until EPA gives Respondent written notice that Respondent has

demonstrated, to EPA's satisfaction, that all of the terms of this Order, including any additional tasks which EPA has determined to be necessary, have been completed, or until Respondent begins implementation of the final remedy, at which time progress reports for the Site-wide remedy will be submitted. In addition, EPA may request periodic briefings by Respondent to discuss the progress of the Work.

- B. At a minimum, these progress reports shall: 1) describe the actions which have been taken to comply with this Order during the prior month; 2) include all results of sampling and tests and all other data received by Respondent and not previously submitted to EPA; 3) include all plans, reports, deliverables, and procedures completed under the work plans during the previous month; 4) describe all work planned for the next month with schedules relating such work to the overall project schedule for RA completion; and 5) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to mitigate or address any actual or anticipated problems or delays.
- C. Upon the occurrence of any event during performance of the Work or additional response actions which, pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, requires reporting to the National Response Center, Respondent shall promptly orally notify the EPA Project Coordinator, or in the event of the unavailability of the EPA Project Coordinator, the PPA Region 4 Hotline at (404) 562-8700 in addition to the reporting required by Section 103 of CERCLA, 42 U.S.C. § 9603. Within ten (10) days of the onset of such an event, Respondent shall furnish to the EPA a written report setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within thirty (30) days of the conclusion of such an event, Respondent shall submit a report setting forth all actions taken.

XV. QUALITY ASSURANCE SAMPLING AND DATA ANALYSIS

- A. Respondent shall use the quality assurance, quality control, and thain of custody procedures in accordance with the "Environmental Investigations Standard Operating Procedures and Quality Assurance Manual" (U.S. EPA Region 4 Science and Ecosystems Support Division, May 1996) and subsequent amendments to such guidelines, or other applicable or relevant and appropriate guidelines, while conducting all sample collection and analysis activities required herein by any plan.
- B. Respondent shall make available to EPA the results of all sampling and/or tests or other data generated by Respondent with respect to the implementation of this Order, and shall submit these results in monthly progress reports as described in Section XIV (Progress Reports) of this Order.
- C. At the request of EPA, Respondent shall allow split or duplicate samples to be taken by EPA, and/or their authorized representatives, of any samples collected by Respondent pursuant to the implementation of this Order. Respondent shall notify EPA not less than fourteen (14) days in advance of any sample collection activity. In addition, EPA shall have the right to take any additional samples that EPA deems necessary.

- D. Respondent shall ensure that the laboratories utilized by Respondent for analyses participates in an EPA quality assurance/quality control program equivalent to that which is followed by EPA and which is consistent with the "Environmental Investigations Standard Operating Procedures and Quality Assurance Manual" (U.S. ÉPA Region 4 Science and Ecosystems Support Division, May 1996). In addition, EPA may require Respondent to submit data packages equivalent to those generated in the EPA Contract Laboratory Program (CLP) and may require laboratory analysis by Respondent of performance samples (blank and/or spike samples) in sufficient number to determine the capabilities of the laboratory.
- E. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, the Solid Waste Disposal Aca (SWDA), 42 U.S.C. §§ 6901 st seq., and any other applicable statutes or regulations.

XVI. COMPLIANCE WITH APPLICABLE LAWS

- A. All actions by Respondent pursuant to this Order shall be performed in accordance with the requirements of all applicable or relevant and appropriate laws, as required by CERCLA and the NCP. The United States has determined that the activities contemplated by this Order are consistent with the NCP.
- B. Except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and the NCP, no permit shall be required for any portion of the Work conducted entirely on the Site. Where any portion of the Work requires a federal or state permit or approval under CERCLA and the NCP, Respondent shall submit on a timely basis applications and take all other actions necessary to obtain all such permits or approvals.
- C. This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.
- D. Respondent shall include in all contracts or subcontracts entered into for Work required under this Order provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all activities required by such contracts or subcontracts in compliance with all applicable laws and regulations. Respondent shall provide a certification to the United States that such provision has been included in its contracts and subcontracts, within fifteen (15) days of final execution of contracts for Remedial Design, Remedial Action, Operation and Maintenance, and Performance Monitoring work.

XVII PROJECT COORDINATOR

A. Within five (5) days after the effective date of this Order, Respondent shall designate a Project Coordinator and shall submit the name, address, and telephone number of the Project Coordinator to EPA. Respondent's Project Coordinator shall be responsible for overseeing the implementation of this Order. If Respondent wish to change its Project Coordinator, Respondent

shall provide written notice to EPA, five (5) days prior to changing the Project Coordinator, of the name and qualifications of the new Project Coordinator.

B. All communications, whether written or oral, from Respondent to EPA shall be directed to EPA's Project Coordinator or Alternate Project Coordinator who shall be a Remedial Project Manager (RPM) or On-Scene Coordinator (OSC). EPA's Project Coordinator is:

Mr. Craig Zeller, P.E.
Remedial Project Manager
United States Environmental Protection Agency
61 Forsyth St.
Atlanta, Georgia 30303
(404) 562-8827

EPA's Alternate Project Coordinator is:

Robert Jourdan, Chief North Superfund Management Branch United States Environmental Protection Agency 61 Forsyth St. Atlanta, Georgia 30303 (404) 562-8790

SCDHEC's Project Coordinator is:

Mr. Richard Haynes, P.E.
SCOHEC
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201
(803) 896-4070

- C. EPA has the unreviewable right to change its Project Coordinator or Alternate Project Coordinator. If EPA changes its Project Coordinator or Alternate Project Coordinator, EPA will inform Respondent in writing of the name, address, and telephone number of the new Project Coordinator or Alternate Project Coordinator.
- D. EPA's Project Coordinator and Alternative Project Coordinator shall have the authority lawfully vested in a RPM and OSC by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternative Project Coordinator shall have authority, addition, the National Contingency Plan, to halt any work required by this Order and to take any necessary response action.
 - E. The absence of the EPA Project Coordinator from the Site shall not be cause for

stoppage or delay of Work.

XVIII, SITE ACCESS

A. At all reasonable times from the effective date of this Order until EPA provides written notification that the Work has been completed pursuant to Section IX (Certification of Completion) of this Order, EPA and its authorized representatives and contractors shall have the authority to enter and freely move about all property at the Site and off-Site areas to which access is required to implement this Order, including areas subject to or affected by the cleanup or where documents required to be prepared or maintained by this Order are located, to the extent access to the property is controlled by or available to Respondent. Access shall be allowed for the purposes of conducting any activity authorized by or related to this Order, including but not limited to: 1) inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondent and its representatives or contractor pursuant to this Order; 2) reviewing the progress of Respondent in carrying out the terms of this Order; 3) conducting tests or inspections as EPA or its authorized representatives or contractors deem necessary to verify data or information submitted to EPA, take samples or investigate contamination at or near the Site; 4) assess the need for planning and implementing additional remedial or response activities at or near the Site; or 5) using a camera, sound recording device or other documentary-type equipment.

XIX. ACCESS TO SITE NOT OWNED BY RESPONDENTS

- A. If the Site, or the off-Site area that is to be used for access, or other property subject to or affected by the cleanup or where documents required to be prepared or maintained by this Order are located, is controlled or owned in whole or in part by parties other than Respondent, Respondent will obtain, or use its best efforts to obtain, access agreements from such parties within ninety (90) days of the effective date of this Order. Such agreements shall provide access for EPA, its contractors and oversight officials, the State and its contractors, and Respondent or Respondent's authorized representatives and contractors, and such agreements shall specify that Respondent is not EPA's representative with respect to liability associated with Site activities. Copies of such agreements shall be provided to EPA prior to Respondent's initiation of field activities.
- B. If access agreements are not obtained within the time referenced above, Respondent shall immediately notify EPA in writing of its failure to obtain access. EPA may use its legal authorities to obtain access for Respondent, may perform those tasks or activities requiring access with EPA contractors, or may terminate the Order if Respondent cannot obtain access agreements. If EPA performs those tasks or activities requiring access with EPA contractors and does not terminate the Order, Respondent shall perform all other activities not requiring such access, and shall be liable to EPA for reimbursement of all costs, including attorney fees, incurred in performing such activities. Respondent shall integrate the results of any such tasks undertaken by EPA into their reports and deliverables. EPA reserves the right to seek cost recovery for all costs and attorney fees incurred by the United States to obtain access for Respondent.

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C. Notwithstanding any provision of this Order, the United States retains all of its access authorities and rights under CERCLA and any other applicable statutes or regulations.

XX. ACCESS TO INFORMATION AND DATA/DOCUMENT AVAILABILITY

- A. Respondent shall provide to EPA and its authorized representatives, upon request, access to inspect and/or copy all documents and information in its possession and/or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including all files, records, documents, photographs, sampling and analysis records, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information relating to remedial activities and other Work required under the Order.
- B. Respondent may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203, to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 19604(e)(7). This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and shall be substantiated by Respondent at the time the assertion is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no claim of confidentiality accompanies specific documents or information when they are submitted to EPA or if EPA has notified the Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b), the public may be given access to such documents or information by EPA or the State without further notice to Respondent.
 - C. Respondent shall not assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.
 - D. Respondent shall maintain, for the period during which this Order is in effect, an index of documents that Respondent claims contain privileged information or confidential business information. The index shall contain, for each document, the date, author, addressee, and subject of the document. Upon written request from EPA, Respondent shall submit a copy of the index to EPA.

XXI. RECORD PRESERVATION

A. Respondent shall provide to EPA, upon request, copies of all documents and information within, or which come within, their possession and/or control or the control of their contractors or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

- B. Until EPA provides written notification that the Work has been completed pursuant to Section IX (Certification of Completion), Respondent shall preserve and retain, and shall instruct its contractors and agents to preserve and retain, all documents, records, and information of whatever kind, nature, or description relating to the performance of the Work.
- C. All records and documents in Respondent's possession at any time prior to termination of this Order, that relate in any way to the Site shall be preserved and retained by Respondent for a minimum of ten (10) years after EPA provides written notification, pursuant to Section IX (Certification of Completion) of this Order, that the Work has been completed. Respondent shall acquire and retain copies of all documents that relate to the Site and that are in the possession of its employees, agents, accountants, contractors, or attorneys. After this ten (10)-year period, Respondent shall notify EPA at least ninety (90) days before the documents are scheduled to be destroyed and, upon request of EPA, shall deliver said records or documents to EPA at no cost.
- D. EPA has the discretion to request that all records and documents be retained for a longer period of time by Respondent.
- E. Within 45 days after the effective date of this Order, Respondent shall submit a written certification to EPA's Project Coordinator that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to Respondent's potential liability with regard to the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site. Respondent shall not dispose of any such documents without prior approval by EPA. Respondent shall, upon EPA's request and at no cost to EPA, deliver the documents or copies of the documents to EPA.

XXII DELAY IN PERFORMANCE

- A. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondent under the terms of this paragraph shall be considered a violation of this Order. No delay in performance of this Order shall affect Respondent's obligations to fully perform all obligations under the terms and conditions of this Order.
- B. Respondent shall notify EPA of any delay or anticipated delay in achieving compliance with any requirement of this Order. Such notification shall be made by telephone to EPA's Project Coordinator or Alternate Project Coordinator within 48 hours after Respondent first knew or should have known that an event might cause a delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Within five (5) business days after notifying EPA by telephone. Respondent shall provide written notification fully describing the nature of the delay, the reasons the delay is beyond the control of Respondent, any defenses under Section 106(b)(1), 42 U.S.C. § 9606(b)(1), available to Respondent for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to minimize the effect of the delay. Financial inability to perform the Work, increased costs or expenses associated with implementation of the activities required by this Order, or failure to attain the Performance

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Standards shall not be considered circumstances beyond the control of Respondent.

XXIII. ASSURANCE OF ABILITY TO COMPLETE WORK AND INSURANCE

- A. Respondent shall demonstrate its ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work by obtaining, and presenting to EPA within thirty (30) days of the effective date of this Order, one of the following. (1) a performance bond: (2) a letter or letters of credit: (3) a guarantee by a third party; (4) a suitable insurance policy; or (5) internal financial information to allow EPA to determine that Respondent have sufficient assets available to perform the Work. Respondent shall demonstrate financial assurance in an amount no less than the estimated cost for the Remedial Design and Remedial Action contained in the Record of Decision for the Site. If Respondent seeks to demonstrate ability to complete the Work by means of internal financial information, or by guarantee of a third party, it shall re-submit such information annually, within ninety (90) days after the close of each fiscal year of Respondent. If EPA determines that such internal financial information is inadequate, Respondent shall, within thirty (30) days after receipt of written notice of EPA's determination, obtain and present to EPA for approval one of the other three forms of financial assurance listed above. Respondent's lack of ability to demonstrate financial ability to complete any aspect of the Work shall not excuse compliance with this Order or any term thereof.
 - B. No later than ten (10) days prior to commencing any field work at the Site pursuant to this Order, Respondent shall secure, and shall maintain until the fifth anniversary of EPA's written notification, pursuant to Section IX (Certification of Completion) of this Order, that the Work has been completed, comprehensive general liability insurance with a combined single limit of at least three (3) million dollars naming the United States as an additional insured with respect to Work performed under this Order. No later than fifteen (15) days after the effective date of this Order, Respondent shall secure, and shall maintain until the fifth anniversary of EPA's written notification, pursuant to Section IX (Certification of Completion) of this Order, that the Work has been completed, automobile liability insurance with limits of \$500,000 naming the United States as an additional insured with respect to Work performed under this Order. In addition, Respondent shall submit to EPA a certification that their contractors and subcontractors have adequate insurance coverage or have indemnification for liabilities for injuries or damages to persons or property which may result from the activities to be conducted by or on behalf of Respondent pursuant to this Order. Respondent shall ensure that such insurance or. indemnification is maintained for the duration of the Work required by this Order. Prior to commencement of the Work under this Order, Respondent shall provide to EPA certificates of such insurance or copies of the insurance policies. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to matters so insured by that contractor or subcontractor, Respondent need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.
 - C. For the duration of this Order, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision

of workers' compensation insurance for all persons performing work on behalf of Respondent in furtherance of this Order.

XXIV. REIMBURSEMENT OF RESPONSE COSTS

A. EPA reserves the right to demand that Respondent reimburse EPA for all response costs incurred by the United States including those costs incurred in overseeing Respondent's implementation of the requirements of this Order or in performing any response action which Respondent fail to perform pursuant to this Order. EPA may submit to Respondent, on a periodic basis, an accounting of all response costs incurred by the United States with respect to this Order. Response costs may include, but are not limited to, costs incurred by the United States in overseeing Respondent's implementation of the requirements of this Order and in performing activities as part of the RD/RA and community relations, including any costs incurred while obtaining access for Respondent. Costs shall include all direct and indirect costs, including, but not limited to, time and travel costs of EPA personnel and associated indirect costs, contractor costs, cooperative agreement costs, compliance monitoring, including the collection and analysis of split samples, inspection of RD/RA activities, Site visits, discussions regarding disputes that may arise as a result of this Order, review and approval or disapproval of reports, and costs of performing any Work which Respondent failed to perform pursuant to this Order. EPA's Agency Financial Management System summary data (SPUR Reports), or such other data summary as provided by EPA, shall serve as the basis for payment demands.

- B. EPA's demand for payment shall request that Respondent, within sixty (60) days of receipt of each EPA accounting, remit a certified or easier's check for the amount of those costs. Interest shall accrue from the latter of the date that payment of a specified amount is demanded in writing, or the date of the expenditure. The interest rate is the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13.
- C. Checks shall be made payable to "EPA Hazardous Substances Superfund" and shall include the name of the Site, the Site, identification number, the account number and the title of this Order. Checks shall be forwarded to:

EPA-REGION 4
Attn: Superfund Accounting
P.O. Box 100142
Atlanta, GA 30384

D. Respondent shall send copies of each check and transmittal letter to EPA's Project Coordinator.

XXV UNITED STATES NOT LIABLE

The United States, by issuance of this Order, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondent, or its directors, officers.

employees, agents, representatives, successors, assigns, contractors, or consultants in carrying our any action or activity pursuant to this Order. Neither EPA nor the United States may be deemed to be a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order.

XXVI ENFORCEMENT AND RESERVATIONS

A EPA reserves the right to bring an action against Respondent under Section 197 of CERCLA 42 U.S.C. § 9607, for recovery of any past or future response costs incurred by the United States related to the Site and not previously reimbursed by Respondent. This reservation shall include but not be limited to past costs, indirect costs, the cost of oversight, costs for compiling the cost documentation to support an oversight cost demand, as well as accrual of interest as provided in Section 107(a) of CERCLA.

- B. Notwithstanding any other provision of this Order, at any time during the response action, EPA may perform its own studies, complete the response action (or any portion of the response action) as provided in CERCLA and the NCP, and seek reimbursement from Respondent for its costs, or seek any other appropriate relief.
- C. Nothing herein shall preclude EPA from continuing any existing enforcement actions and/or taking any additional enforcement actions, including modification of this Order or issuance of additional orders, and/or additional remedial or removal actions as EPA may deem necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA 42 U.S.C. § 9606(a), et seq. or any other applicable law, or from seeking judicial enforcement of this Order. Respondent shall be liable under CERCLA Section 107(a), 42 U.S.C. § 9607(a), for the costs of any such additional actions.
- D. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, SWDA, and any other applicable statutes and regulations.
- E. Respondent shall be subject to civil penalties under Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than \$27,500 for each day in which a violation of this Order occurs or such failure to comply continues. Failure to comply with this Order, or any portion hereof, without sufficient cause, may result in liability under Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at least equal to, and not more than three times the amount of any costs incurred by the Fund (as defined in CERCLA) as a result of such failure to take proper action.
- F. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, subsidiary or corporation for any liability it may have arising out of or relating in any way to the Site.

XXVII. ADMINISTRATIVE RECORD

Upon request by EPA. Respondent must submit to EPA all documents related to the selection of the response action for possible inclusion in the administrative record file.

XXVIII EFFECTIVE DATE AND COMPUTATION OF TIME

This Order shall be effective five (5) days after this Order is signed by the Director of the Wasto Management Division, EPA Region 4. All times for performance of ordered activities shall be calculated from this effective date. When computing any period of time under this Order, if the last day would fall on a Saturday, Sunday, or legal holiday, the period shall run until the next working day.

XXIX OPPORTUNITY TO CONFER

- A. Respondent may, within five (5) days after this Order is signed by the Director of the Waste Management Division, EPA Region 4, make a written or oral request for a conference with EPA Region 4 to discuss this Order. If requested, the conference shall occur at 61 Forsyth Street. Atlanta, GA 30303. All telephone communications regarding a conference should be directed to Mr. Kevin T. Beswick, Assistant Regional Counsel, at (404)562-9580. The written request for a conference may be delivered to EPA by some means of personal delivery other than certified mail.
- B. The purpose and scope of the conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which Respondent intends to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondent a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to Respondent's request. Respondent may appear in person or by an attorney or other representatives.

XXX NOTICE OF INTENT TO COMPLY

Respondent shall provide, not later than five (5) days after the effective date of this Order, written or verbal notice to EPA stating unequivocally whether it will comply with the terms of this Order. Any verbal notice must be confirmed in writing within two (2) days of the giving of such verbal notice. A written notice of intent (or written confirmation, as the case may be) may be delivered to EPA by some means of personal delivery other than certified mail. If Respondent does not provide notice within five (5) days as specified above, or if Respondent provides notice which does not state unequivocally that Respondent will comply with the terms of this Order, then Respondent shall be deemed to have to have failed and refused to comply with this Order and to have violated this Order. The written notice or written confirmation required by this paragraph shall set forth, using facts that exist on or prior to the effective date of this Order, any "sufficient cause" defenses asserted by Respondent under Sections 106(b) and 107(c)(3) of CERCLA. The absence of a response by EPA to the notice required by this paragraph shall not be deemed to be

an acceptance of Respondent's assertions.

XXXI MODIFICATION

No material modifications shall be made to this Order without written notification to and written approval of EPA. The notification required by this Section shall set forth the nature of and reasons for the requested modification. No oral modification of this Order shall be effective. Modifications that do not materially alter the requirements of this Order, such as minor schedule changes, may be made upon the written approval of EPA. Nothing in this paragraph shall be deemed to alter EPA's authority to supervise and modify this Order.

So Ordered, this day of 201 1999

Richard D. Green

Director, Waste Management Division

Region 4

U.S. Environmental Protection Agency

APPENDICES

Appendix I Record of Decision

Appendix 2 Site Map

Appendix 3 Remedial Design Work Plan

Debt	or	Ashley I, LLC	Document	Page 67 of 75 Case	number (if known)	
		None				
26	Sc. Li	ist all firms or individuals wh	o were in possession of the debtor's bo	oks of account and r	ecords when this case is file	d.
		□ None				
Name and address					any books of account and navailable, explain why	records are
_	26c.	11. Cherokee Investm 111 E. Hargett Stro Raleigh, NC 27601	eet, Ste. 300 [°]			
26		ist all financial institutions, c tatement within 2 years befo	creditors, and other parties, including me ore filing this case.	ercantile and trade aç	gencies, to whom the debtor	issued a financial
		None				
	Nan	ne and address				
		tories any inventories of the debtor	r's property been taken within 2 years b	efore filing this case?)	
i	_	No Yes. Give the details about	the two most recent inventories.			
		Name of the person who inventory	o supervised the taking of the	Date of inventor	ry The dollar amount ar or other basis) of each	nd basis (cost, market, ch inventory
		ne debtor's officers, directed of the debtor at the time	ors, managing members, general par	tners, members in o	control, controlling shareh	olders, or other people in
	Nam		Address	Pos	ition and nature of any	% of interest, if
	Pro	del, LLC	9804 Koupela Drive Raleigh, NC 27614	inte	rest nager	any 0 interest
Ī	Nam	ne	Address		ition and nature of any	% of interest, if
	Che	erokee Ashley, LLC	111 E. Hargett Street, Ste. 3 Raleigh, NC 27601		rest naging Member	any 100%
			f this case, did the debtor have office olders in control of the debtor who n			tners, members in
 	_	No Yes. Identify below.				
W	/ithin	1 year before filing this case	drawals credited or given to insiders e, did the debtor provide an insider with emptions, and options exercised?		cluding salary, other compe	nsation, draws, bonuses,
	_	No Yes. Identify below.				
		Name and address of re	Amount of money or d property	escription and valu	e of Dates	Reason for providing the value
31. W	/ithir	n 6 years before filing this	case, has the debtor been a member	of any consolidate	d group for tax purposes?	

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Official Form 207

Case 16-00559-dd Doc 1 Debtor Ashley I, LLC	Document Page 68 of	02/08/16 09:47:24 Desc Main 75 Case number (if known)
■ No □ Yes. Identify below.		
Name of the parent corporation		Employer Identification number of the parent corporation
32. Within 6 years before filing this case, has the de	btor as an employer been responsil	ole for contributing to a pension fund?
■ No □ Yes. Identify below.		
Name of the parent corporation		Employer Identification number of the parent corporation
Part 14: Signature and Declaration		
WARNING Bankruptcy fraud is a serious crime. connection with a bankruptcy case can result in fir 18 U.S.C. §§ 152, 1341, 1519, and 3571.	Making a false statement, concealing up to \$500,000 or imprisonment for	property, or obtaining money or property by fraud in r up to 20 years, or both.
I have examined the information in this <i>Statement</i> and correct.	of Financial Affairs and any attachmer	nts and have a reasonable belief that the information is true
I declare under penalty of perjury that the foregoin	g is true and correct.	
Executed on February 8, 2016		
/s/ Prodel, LLC, Manager, By: Craig A. Briner	Prodel, LLC, Manager, By	: Craig A. Briner
Signature of individual signing on behalf of the debtor	Printed name	
Position or relationship to debtor Manager		
Are additional pages to Statement of Financial Affair ■ No □ Yes	irs for Non-Individuals Filing for Bar	nkruptcy (Official Form 207) attached?

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court District of South Carolina

In re	Ashley I, LLC				Case N	o	
				Debtor(s)	Chapter	11	
	DIS	SCLOSURE OF CO	OMPENSATIO	ON OF ATT	ORNEY FOR I	DEBTOR(S)	
C	compensation paid to	C. § 329(a) and Fed. Bankr o me within one year befor If of the debtor(s) in conter	e the filing of the p	etition in bankrup	tcy, or agreed to be p	aid to me, for service	that es rendered or to
	For legal servic	es, I have agreed to accept			\$	47,540.43	
	Prior to the filir	ng of this statement I have	received		\$	47,540.43	
	Balance Due				\$	0.00	
2. 7	The source of the co	mpensation paid to me was	s:				
	☐ Debtor	Other (specify):	Ashley II of Ch	arleston, LLC			
3.	The source of compe	ensation to be paid to me is	s:				
	Debtor	☐ Other (specify):					
4.	■ I have not agree	d to share the above-disclo	sed compensation v	with any other pers	son unless they are m	embers and associate	es of my law firm.
	☐ I have agreed to copy of the agre	share the above-disclosed ement, together with a list	compensation with of the names of the	a person or person people sharing in	ns who are not memb the compensation is	ers or associates of nattached.	ny law firm. A
5.	In return for the abo	ve-disclosed fee, I have ag	reed to render legal	l service for all asp	pects of the bankrupto	ey case, including:	
а	a. [Other provisions Above is I	s as needed] retainer only. Fees bill	ed hourly as out	tlined in Applica	ation to Employ to	be filed at a futur	e date.
6. I	By agreement with t	he debtor(s), the above-dis	closed fee does not	include the follow	ving service:		
			CERT	IFICATION			
	certify that the fore ankruptcy proceedir	egoing is a complete statem ng.	nent of any agreeme	ent or arrangement	for payment to me for	or representation of the	he debtor(s) in
F	ebruary 8, 2016			/s/ G. William M			
D_i	ate			G. William McC Signature of Atto			
				McCarthy Law	Firm, LLC		
				P. O. Box 1133 Columbia, SC			
					Fax: 803-753-6960)	
					ccarthy-lawfirm.c	om	
				Name of law firm	1		

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United States Bankruptcy CourtDistrict of South Carolina

In re	Ashley I, LLC			Case No.	11
		1	Debtor(s)	Chapter	
	LIST	OF EQUITY SI	ECURITY HOLDERS	8	
Followi	ing is the list of the Debtor's equity security he	olders which is prepa	red in accordance with rule	1007(a)(3) fo	or filing in this Chapter 11 Case
	e and last known address or place of ess of holder	Security Class	Number of Securities	K	Kind of Interest
111 E.	okee Ashley, LLC . Hargett Street, Ste. 300 gh, NC 27601		100%	L	LC Membership
DECI	LARATION UNDER PENALTY O	F PERJURY ON	BEHALF OF CORP	ORATIO	N OR PARTNERSHIP
the for	I, the Manager of the corporation na regoing List of Equity Security Holde			-	

Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. \$\$ 152 and 3571.

 $Signature\,$ /s/ Prodel, LLC, Manager, By: Craig A. Briner

Prodel, LLC, Manager, By: Craig A. Briner

Date February 8, 2016

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United States Bankruptcy Court District of South Carolina

		District of South Caronna			
In re	Ashley I, LLC		Case No.		
		Debtor(s)	Chapter	11	
	BUSINES	SS INCOME AND EXPEN	SES		
Ī	FINANCIAL REVIEW OF THE DEBTOR'S	BUSINESS (NOTE: ONLY INCLUDE info	rmation directly	related to the busi	ness operation.)
PART	A - GROSS BUSINESS INCOME FOR PR	EVIOUS 12 MONTHS:			
	1. Gross Income For 12 Months Prior to Filing:		\$1	3,080.00	
PART	B - ESTIMATED AVERAGE FUTURE GI	ROSS MONTHLY INCOME:			
	2. Gross Monthly Income			\$	1,270.00
PART	C - ESTIMATED FUTURE MONTHLY E	XPENSES:			
	3. Net Employee Payroll (Other Than Debtor)		\$	0.00	
	4. Payroll Taxes			0.00	
	5. Unemployment Taxes			0.00	
	6. Worker's Compensation			0.00	
	7. Other Taxes			5,300.00	
	8. Inventory Purchases (Including raw materials)			0.00	
	9. Purchase of Feed/Fertilizer/Seed/Spray			0.00	
	10. Rent (Other than debtor's principal residence)			0.00	
	11. Utilities			0.00	
	12. Office Expenses and Supplies			0.00	
	13. Repairs and Maintenance			0.00	
	14. Vehicle Expenses			0.00	
	15. Travel and Entertainment			0.00	
	16. Equipment Rental and Leases			0.00	
	17. Legal/Accounting/Other Professional Fees			0.00	
	18. Insurance			0.00	
	19. Employee Benefits (e.g., pension, medical, etc.)			0.00	
	20. Payments to Be Made Directly By Debtor to Secur	ed Creditors For Pre-Petition Business Debts (Spe	ecify):		
	DESCRIPTION	TOTAL			
	21. Other (Specify):				
	DESCRIPTION	TOTAL			
	R&M	1,300.00			
	Tax preparation fee	300.00			
	22. Total Monthly Expenses (Add items 3-21)			\$	6,900.00

PART D - ESTIMATED AVERAGE NET MONTHLY INCOME:

23. AVERAGE NET MONTHLY INCOME (Subtract item 22 from item 2)

-5,630.00

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy CourtDistrict of South Carolina

		District of South Carolina		
In re	Ashley I, LLC		Case No.	
		Debtor(s)	Chapter	
	CERTIFI	CATION VERIFYING CREDIT	OR MATRIX	
CM/E0	aptcy Rule 1007-1 that the master approximation to, the debtor's schedules, states	orney for the debtor if applicable, here mailing list of creditors submitted either ped hard copy scannable format which ments and lists which are being filed at this	on computer de has been compa	iskette, electronically filed via ared to, and contains identical
	Master mailing list of creditors sub	omitted via:		
	(a) computer d	liskette		
	(b) scannable l (number of sheets submitt			
	(c) X electronic ver	rsion filed via CM/ECF		
Date:	February 8, 2016	/s/ Prodel, LLC, Manager, By: Prodel, LLC, Manager, By: Cr		nager
		Signer/Title		
Date:	February 8, 2016	/s/ G. William McCarthy Jr. Signature of Attorney		
		G. William McCarthy Jr. 2762		
		McCarthy Law Firm, LLC		
		P. O. Box 11332 Columbia, SC 29211-1332		
		803-771-8836 Fax: 803-753-6	960	
		Typed/Printed Name/Address/T	Celephone	

2762

District Court I.D. Number

ASHLEY II OF CHARLESTON, LLC 111 E. HARGETT STREET, STE. 300 RALEIGH NC 27601

ASHLEY RIVER INVESTORS, LLC 180 WESTVACO ROAD SUMMERVILLE SC 29483

BEAZER EAST, INC. C/O THREE RIVERS MANAGEMENT, INC. ONE OXFORD CENTRE, SUITE 3000 PITTSBURGH PA 15219

BOASSO AMERICA CORPORATION 100 INTERMODAL DRIVE CHALMETTE LA 70043

CHARLESTON COUNTY TAX COLLECTOR 4045 BRIDGE VIEW DRIVE NORTH CHARLESTON SC 29405

CHARLESTON COUNTY TREASURER PO BOX 100242 COLUMBIA SC 29202

CHARLESTON RECYCLING & DISPOSAL 4045 BRIDGEVIEW DRIVE NORTH CHARLESTON SC 29405

CHEROKEE ASHLEY, LLC 111 E. HARGETT STREET, STE. 300 RALEIGH NC 27601

ENVIRONMENTAL PROTECTION AGENCY REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET, SW
ATLANTA GA 30303-3104

INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY OPERATION PO BOX 7346 PHILADELPHIA PA 19101-7346 KIM A. JONES, ASST. REGIONAL COUNSEL U.S. EPA REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH ST., SW
WASHINGTON DC 20202-8960

KIRKMAN BROADCASTING, INC. 60 MARKFIELD DRIVE, UNIT 4 CHARLESTON SC 29407

MAGNOLIA/ARC LENDER, LLC C/O BRANCH CAPITAL PARTNERS, LP 3340 PEACTHREE ROAD, STE. 840 ATLANTA GA 30326

PRODEL, LLC 9804 KOUPELA DRIVE RALEIGH NC 27614

SC DEPARTMENT OF EMPLOYMENT AND WORKFORC PO BOX 995 COLUMBIA SC 29202

SC DEPT OF REVENUE AND TAXATION PO BOX 12265 COLUMBIA SC 29211

SC DHEC 2600 BULL STREET COLUMBIA SC 29201

U.S. SECURITIES AND EXCHANGE COMM OFFICE OF REORGANIZATION 950 EAST PACES FERRY ROAD, NE SUITE 900 ATLANTA GA 30326-1382 Case 16-00559-dd Doc 1 Filed 02/08/16 Entered 02/08/16 09:47:24 Desc Main Document Page 75 of 75

United States Bankruptcy Court District of South Carolina

In re	Ashley I, LLC		Case No.	
		Debtor(s)	Chapter	
	CORPOR	ATE OWNERSHIP STATEMENT	(RULE 7007.1)	
recusal corpora the cor Chero 111 E.	l, the undersigned counsel for A ation(s), other than the debtor or	Procedure 7007.1 and to enable the Jushley I, LLC in the above captioned a governmental unit, that directly or in states that there are no entities to report	action, certifies the directly own(s)	nat the following is a (are) 10% or more of any class of
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
□ Non	e [Check if applicable]			
Februa	ary 8, 2016	/s/ G. William McCarthy Jr.		
Date		G. William McCarthy Jr. 2762	ant	
		Signature of Attorney or Litig Counsel for Ashley I, LLC	anı	
		McCarthy Law Firm, LLC		
		P. O. Box 11332 Columbia, SC 29211-1332 803-771-8836 Fax:803-753-6960 bmccarthy@mccarthy-lawfirm.		